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Current Topics.

Sir William Joynson-Hicks.

As was generally anticipated would be the case, as one of the results of the displacement of Mr. BALDWIN's Government, Sir WILLIAM JOYNSON-HICKS, has decided to change his political domicile from the House of Commons to the House of Lords; in other words, he has decided to accept a peerage, and, in accordance with the usage prevailing in the case of an ex-Cabinet Minister being ennobled, he has been created a Viscount, although what title he proposes to assume we are not yet informed. The whole legal profession, and in particular the solicitor branch, of which he has long been an outstanding member, will join in congratulating the new peer on the honour that has been conferred upon him. As we pointed out in our sketch of Sir WILLIAM, in Vol. 72 of THE SOLICITORS' JOURNAL, p. 346, although he is not the first solicitor to attain Cabinet rank—Sir HENRY FOWLER, afterwards Viscount WOLVERHAMPTON, was before him in this respect—he was the first to fill the office of Home Secretary, the duties of which, often troublesome enough, he discharged with courage, ability, and good temper. In his new place he will find a more serene atmosphere than that to which he has for many years been accustomed in the Commons; but the opportunity of doing excellent work for the country will still be his, and this duty, we feel sure, he will discharge with that zeal and conscientiousness that have marked his whole career.

The Lighter Side of the Law.

AN OLD conveyancer, mentioned by Lord CAMPBELL in one of those biographical collections which were wittily said to have added a new terror to death, is reported to have remarked, in answer to the question whether he did not find it exceedingly irksome to be continually poring over old abstracts and such like documents, that it would be wearisome were it not that every now and again he came across "a brilliant deed." The position is much the same with those whose lot it is to go through and appraise the papers set to candidates in legal examinations. Quite recently it fell to the writer of this paragraph to examine a large number of such papers; it was dull enough work for the most part, but he was greatly cheered by an answer to one of the questions. The question related to the liability of a married woman who had ordered furniture, for which, when delivered, she had refused to pay. The particular examinee gave it as his opinion that the married lady was liable to pay the bill, and further, that in the event of not paying, she could be made a bankrupt, but that "capital punishment could not be enforced against her"! Whether this was intended as a piece of humour was not quite clear. Possibly, in the examinee's mind there was some confusion as to the kind of "execution" that might be levied in the case of a married woman, and so the mixing up "execution" with capital punishment induced the answer set out above. It was at least a safe one.

The Jurisdiction of Confirming Authorities.

IN *Rex* v. *Smethwick Confirming Authority; ex parte Holt Brewery Company Limited*, 45 T.L.R. 530, in which it was sought to make absolute a rule *nisi* for *certiorari*, a point of some interest in licensing practice was decided. An application for the provisional removal of a licence was made before the licensing justices and a statutory declaration was filed that the notices required by s. 15 of the Licensing Act, 1910 (i.e., giving notice of the application), had been given. The application was opposed by Holt Brewery Company Limited and others. No objection was made either as to the publication or adequacy of the notices and the licensing justices made an order for the provisional removal of the licence subject to confirmation by the confirming authority. At the meeting of the confirming authority the point was then taken for the first time by Holt Brewery Company Limited that proper notices of application had not been given. The confirming authority declined to consider it on the ground that they had no jurisdiction to do so as the objection had not been taken before the licensing justices. The point, therefore, came up for the decision of the High Court on a rule *nisi* for *certiorari*. Strangely enough this particular point never seemed to have been previously decided, either on the present Act of 1910 or on the previous Acts. The only previous case in which the point had been touched on without being decided was *Reg.* v. *Pownall* [1893] 2 Q.B. 158, where WRIGHT, J. (at p. 163), gave an *obiter dictum* to the effect that in his opinion the county licensing committee (which corresponded to what is now the confirming authority) probably had no jurisdiction to consider the sufficiency of notices. When the *Smethwick Case* came up for decision, the court had first to decide whether they would follow WRIGHT, J.'s, *dictum*, and they refused to do so, AVORY, J., pointing out that the language used by WRIGHT, J., was couched in very hesitant terms, and that the whole judgment of MATHEW, J., the other judge, was based on the assumption that the confirming authority had jurisdiction. Refusing to follow WRIGHT, J., and deciding the matter *de novo*, they

decided that the confirming authority had jurisdiction to consider the adequacy of notices even where no objection had been taken before the licensing justices.

Law for Schoolboys.

In the course of a recent probate action, Mr. Justice Hill observed that he wished there were some method of imparting a little knowledge to people about what the law required as to wills, because it so often happened that things went wrong through people's ignorance. Counsel said it would be quite simple if it were taught in the schools, and the learned judge said: "It certainly might be taught in secondary schools. The law is so simple when it is understood, and there is no difficulty in explaining it." On several grounds it is highly desirable that every one who aspires to be well educated should have at least a nodding acquaintance with the law. The law affects us all so much in our daily lives that we ought to know its general principles. There is no reason why schoolboys and schoolgirls in their later years should not learn what are the essentials of a contract, what formalities must be observed in making a will, what are the elementary principles governing the relationship between landlord and tenant, master and servant, and perhaps, even husband and wife! This kind of knowledge not only helps to equip a young man or a young woman for the ordinary tasks of business or professional life, but also helps to dispel the foolish notion that the law is necessarily complicated, generally foolish and often unintelligible.

Nuisance by Noise.

After having personally inspected the premises of the Maida Vale Palace in order to ascertain what steps had been taken to abate an alleged nuisance caused by the playing of an organ, a matter complained of by the residents of an adjoining street, the Theatres and Music Halls Committee of the London County Council decided to grant an extension from the 1st July of the music and dancing and cinematograph licences in respect of these premises. The question of nuisance by noise covers a very wide field, and various factors, apart from the obvious question of degree, must be taken into consideration before nuisance can be established. One might be disposed to think that a teacher of music who gave lessons in his house occupying seventeen hours a week and who sometimes held evening musical parties, was creating a nuisance from the point of view of his next-door neighbour, but it was held not to be an unreasonable user of the house: *Christie* v. *Davey* [1893] 1 Ch. 316. Where, however, musical and other sounds were made with the express intention of annoying the neighbour, it was held to have been done maliciously and entitled the sufferer to an injunction to restrain the nuisance. The noise from aeroplane engine testing, from pile driving at night in the course of building operations, from ringing bells, from street cries, from whistling for cabs and from numerous other causes, have been held nuisances which might in each particular circumstance be restrained by injunction. With regard to the music, dancing and cinematograph licences in the present case a passage from the judgment of Mr. Justice Barton in the Irish case of *New Imperial and Windsor Hotel Co.* v. *Johnson* [1912] Ir. R. Ch. 327, is particularly applicable. At p. 336 he says: "Among the noises which, if they do not cause substantial discomfort, residents in large industrial cities may have to put up with is a certain amount of the noise which accompanies and is incident to the reasonable recreation of a crowded population. . . . The question, in every such case, is whether such noises amount to a sensible or substantial interference with the comfort of neighbouring dwellers according to ordinary sober common-sense standards."

Enforcing Ecclesiastical Law.

The rather sensational comments of the daily press upon the imprisonment of a landowner in Bedford gaol under a writ *de contumace faciendo* are calculated to give the public a somewhat distorted impression, and one perhaps not wholly helpful to the work of the Church. This particular writ is very rarely issued—indeed we can recall no instance of its having issued from the court for the last half-century at least. It is perhaps not generally understood that the Ecclesiastical Courts are obliged to rely for the enforcement of their judgments ("admonitions") upon the arm of the civil power. In the particular case now being "written up" the "contumacious" person was "admonished" by the Consistorial Court of the diocese of Ely to do certain repairs to a chancel (a small sum, we believe, of about £10 originally) which after due trial were held by the Chancellor to appertain to his tenure of certain lands. Default having been made the "promoters" of the suit, i.e., the churchwardens and parochial church council, would have no option but to sue out a writ *de contumace capiendo* in the High Court, which would issue to the High Sheriff for execution. The circumstances are very interesting—particularly in view of what appeared in our issue of 22nd June last on the subject of "Ecclesiastical Dilapidations."

A Company Problem.

In saying that the articles of T. A. Firth Ltd. were tested by circumstances and found wanting, no lack of skill need be imputed to the hand that drew them, for it may safely be surmised that hardly a set in the Kingdom would survive the test. Table A certainly would not, though it is fair to say that the events which happened, extremely unlikely but not impossible in a private company, would be inconceivable in a public one, for which Table A is primarily designed. In fact, T. A. Firth Ltd. was a private company with two directors, who were also the only shareholders, and they died on successive days. Thus the company, although a prosperous concern, was unable to pass resolutions, order cheques to be signed, or transact the ordinary business for which a board is responsible. If all the directors of a company at any time were dead or incapacitated, the crisis might, in a normal case, be met by an extraordinary general meeting convened by shareholders under the Companies Acts (see s. 66 of the Act of 1908 and Article 48 of Table A, the corresponding provisions of the Act of 1929 being s. 114 and Article 41) to elect new directors. In the above case, however, not only were there no shareholders, but the machinery for registering the transmission of shares from the deceased shareholders to their legal personal representatives had broken down, and there was, therefore, an entire deadlock. In the circumstances, recourse to the court was inevitable, and Maugham, J., directed notice to be served on the secretary requiring the names of the executors of the deceased directors and shareholders to be placed on the register. Even then there might be difficulty if an article similar to Article 22 of the new Table A applied, withholding full privilege of membership from legal personal representatives, but, presumably, the court could surmount this also, without the calamitous step of winding up a solvent and prosperous company. Those who draw articles of a public company may, perhaps, safely neglect such a contingency, but in a small private company with only two or three shareholders, the risk may be worth considering. Possibly some power might be conferred on the secretary in the circumstances, or to persons given a few shares for the purpose.

What is a "Public School?"

In *Ereaut* v. *Girls' Public Day School Trust, Ltd.*, in the Court of Appeal (73 Sol. J. 401), the court dismissed the appeal of the defendant trust from a decision of Rowlatt, J., reported (1929), 43 T.L.R. 196, overruling the decision of the General Commissioners that the Wimbledon High School for Girls was a "public school" within the Income Tax Act, 1918, Sched. A, No. VI, r. 1 (*c*), and so entitled to the abatement there given to a "hospital, public school, or almshouse" in respect of its public buildings,

offices, and premises. It was common ground that the trust, although taking the form of a limited company, was composed of persons who, for the sake of ensuring a good education for girls, were willing to advance money as shareholders at considerably less than its commercial value, contenting themselves with a maximum dividend of £4 per cent. This, of course, is less than the return on Government stock, offering the highest security available, and, since from the report it appeared that the trust, or at least that particular school amongst its assets, was worked at a loss, the security of its shareholders could hardly be described as gilt-edged. The inference must therefore be that these shareholders are in effect making a sacrifice for an object which appears to be charitable. The court, however, while paying verbal tribute to their altruistic motives, decided that, for income-tax purposes, the company was a commercial concern seeking a profit, and their close association with the Board of Education did not eliminate their basic nature. They held that the issue whether a particular school was included was a question of mixed law and fact, following *Blake* v. *Mayor, etc., of City of London* (1887), 18 Q.B.D. 437, and, on appeal, 19 Q.B.D. 79 in this respect, but distinguishing it on the other ground that the shareholders sought some profit, though less than that to which their money would ordinarily entitle them. However, shareholders of this class may be deemed worthy of encouragement, and the case seems worthy of Mr. SNOWDEN's attention on this ground.

Problem of Condonation.

IN THE divorce suit of *Prior* v. *Prior and Strong*, heard 14th June, which proceeded undefended upon the petitioner's relying upon one admitted act of adultery by the wife only, Mr. Justice HILL declared himself in a difficulty in regard to two aspects of the case. The main evidence as to this occasion rested upon the confession of the wife that it was an involuntary act upon her part, which had occurred when she was under the influence of "doped" drink, and on this presentation of the incident the husband forgave her and continued to live under the same roof for some years. But he said that if he found out that she had deceived him as to the actual circumstances he would divorce her. There was ample evidence of association between the wife and the co-respondent, and the husband had already found, before the confession was made, a series of love letters from the co-respondent to the respondent wife. The husband also proved to the satisfaction of the court that on the day and at the time when the confessed act took place that his wife was in her normal state, and not under the influence of drink or drugs. Mr. Justice HILL, in view of the wife's plea of condonation on the record, which was not now pressed, pointed out that if the wife told the truth about the matter in her confession it was not an act of adultery at all, and secondly, the question might arise, even if she had not told the truth, whether the husband's conditional forgiveness did not constitute full condonation. Thus an interesting point of law was raised: can there be conditional condonation? The simple answer seems to be that there cannot be, according to established authority, full condonation unless the forgiving party is in full possession of the facts, and when the husband gave his conditional forgiveness he was not properly acquainted with the facts. Nevertheless the judge, whose duty it is to find condonation where it appears, whether it is pleaded or not, found himself in a difficulty on this point, and said that if necessary he would have delivered a decision on the question. This course was not necessary, however, because he found as a fact that the confessed act of adultery was not involuntary, and, without deciding if it had been condoned or not, on the assumption that it had been condoned, held that there had been violent conduct by the wife to the husband which constituted legal cruelty, and this was a marital offence which revived the former confessed offence. *Caedit quaestio*, but it leaves an interesting problem which the Divorce Court may some day have to solve.

Criminal Law and Police Court Practice.

MAN AND WIFE.—"A woman who was charged at Hull recently with having pulled the communication cord of a train pleaded as excuse that her husband had threatened to throw her out of the train. She was, nevertheless, fined 7s. 6d." So runs one of those news items in a daily paper that tantalise by their paucity of detail and set conjecture at work. We do not question the decision; no doubt it was right enough. But was it based on the fact that the court disbelieved the woman's story, or that they thought a husband's threats were a sign of affection, or that even if the threat was serious there was no need to interfere? It reminds us somewhat of a young woman, called as a witness in a case of assault, who, on relating details of the brutal treatment she had seen a man administering to a woman, was asked: "Didn't you do anything about it, when you saw this going on?" "Certainly not!" she replied. "I concluded it was a case of husband and wife."

REMANDS.—Remands are a necessary evil. Long cases cannot be completed in one hearing; enquiries are necessary before a suitable penalty can be assessed; and there are other valid reasons for postponement. But too often it is overlooked that remands are an evil. Recollection of the facts fades, or worse, some are remembered and given undue weight. A person finally acquitted is kept in anxiety and put to additional cost. Indeed, in some cases means are exhausted, and necessary legal assistance fails, perhaps at the most critical stage. Police officers are given to asking for remands with too great frequency, and courts frequently accord them without sufficient consideration. Sometimes this is a mere snatch at a chance of postponing decision; sometimes anxiety to be done for the day. BACON says: "It is the care of some only to come off speedily for the time." When this haste is due to private reasons the judge or magistrate is behaving thoroughly badly, and violating his judicial oath. Readiness to grant remands is sometimes aggravated by readiness to refuse bail at the nod of the police. The accused, being presumed innocent, is entitled to bail, unless excellent cause exists why he should not have it. The police naturally prefer to have the man where they can find him again—in prison. But detention in person makes defence more difficult and costly. A solicitor is not able to interview his client with the same facility as if he can call upon him at any time. An interview may be over when something useful for his defence occurs to the accused. Out of gaol he can readily impart this to his legal adviser. In gaol he finds difficulty. There are two reasons, and two only, for refusing bail, the likelihood of the accused avoiding his trial, or his possible interference with the course of justice. The first is incomparably the more important and more common. The latter is the bugbear of the police, and rarely exists in a dangerous degree. Justices should scrutinise very carefully reasons put forward against the grant of bail. The onus is not on the accused to show he should have it, but on the prosecution to show he should not. The sound principles as to remand and as to bail are exactly opposed to one another—remands should be as rare as possible, bail as common as possible.

LONG LEGAL FIGHT AT AN END.

A legal fight—over a few words—which had been in progress for seventeen years came to an end on Monday last, says *The Daily Chronicle*.

Lord Blanesburgh—delivering a judgment of the Judicial Committee of the Privy Council, in an appeal from Madras, which concerned the rights to a belt of land containing 8,000 date palms—said the decision of the Revenue Court in India made nearly fifteen years ago would be upheld.

"In the course of the proceedings," his lordship added, "not only has the plaintiff died, but one of his legal representatives, original appellant, has, apparently in despair abandoned the contest."

The Companies Act, 1929.

By ARTHUR STIEBEL, M.A., Barrister-at-Law (Registrar, Companies—Winding Up—Department, and Author of "Stiebel's Company Law and Precedents").

(*Continued from p.* 412.)—II.

Membership of Company.—(1) Subscribers to the memorandum are deemed to have agreed to become members and must be entered as members on the register of members. (2) Every other person who agrees to become a member of a company, and whose name is entered in its register of members will be a member.

To constitute a contract with anyone other than a subscriber to the memorandum, there will be an offer by the company and an application by the intending member, but unless the offer gives the member an absolute right to the shares offered, the contract will not be complete until there has been an allotment of shares and the member has been notified of such allotment. If the notification is not given within a reasonable time, there will be no contract. Other cases where no contract will have been effected will be cases where there has been no proper board of directors at the time of the allotment, where a member has only applied subject to a condition which has not been complied with, and where a member has applied for shares in one company owing to the fact that he was misled into believing it was a totally different company. In such cases, a member can get off the register at any time, even after winding-up, but if he has, with full knowledge of the facts, done some act which is only consistent with membership, a fresh contract will be implied.

Private Companies.—A private company will be a company which by its articles (1) restricts the right to transfer its shares; (2) limits the number of its members to fifty, not including persons who are in the employment of the company, and persons who, having been formerly in the employment of the company, were while in that employment and have continued after the determination of that employment to be members of the company; and (3) prohibits any invitation to the public to subscribe for any shares or debentures of the company. Joint holders of shares will be treated as a single member. A private company will cease to be a private company when it alters its articles in such a way that they cease to comply with any one of these provisions. In such case, the company must, within fourteen days after the alteration, deliver to the Registrar of Companies a prospectus or a statement in lieu of prospectus in the form set out in the Third Schedule to the Act. If a private company retains such articles, but fails to comply with them, it will be in the same position as if it were not a private company as regards the number of its members and as regards balance sheets, but the court may, in such cases, grant relief.

Reduction of Number of Members below Legal Minimum.—If the number of members of a company is reduced below seven, or, in the case of a private company, below two, and it carries on business for more than six months while the number is so reduced, every person who is a member of the company while it carries on business after the six months will be liable for the payment of the whole debts the company contracted during that time, if he knew that the company was carrying on business without seven or (as the case may be) two members.

SHARE CAPITAL AND DEBENTURES. (Part II of the Act.)

Prospectus.—The most common way of getting subscribers for shares is by issuing a prospectus. Apart from the provisions of the Act, a person who has taken shares on the strength of a prospectus can get rescission of his contract if he has been misled by a false statement of fact or by an omission which rendered what was stated untrue, and if the company was responsible for such statement or omission, but he must take proceedings as soon as he knows the facts, and he will not be able to get relief after winding-up. While he remains a member he cannot get damages from the company. As against directors and others responsible for the prospectus, he can, apart from the provisions of the Act, only get damages in cases where the statement was made fraudulently or recklessly, not caring whether it was true or false, and in certain cases where the statement made amounted to a warranty. A prospectus must also be looked at from the point of view of a promoter—a promoter is a person who undertakes to form a company, though not necessarily the exact kind of company which is ultimately formed, with reference to a given project, and who takes steps to accomplish this purpose. A promoter will stand in a fiduciary position to the company and must fully disclose to it all material facts, and any profit he is making. If there is no independent board, such disclosure must be made to the company at large—and, where there is a prospectus, disclosure can only be made by means of the prospectus. In the Act the expression "prospectus" is defined as meaning any prospectus, notice, circular, advertisement or other invitation offering to the public for subscription or purchase any shares or debentures of a company. A prospectus issued by or on behalf of a company or in relation to an intended company must be delivered to the Registrar of Companies for registration. It must be dated and must contain a statement that it has been so delivered. Every prospectus issued by or on behalf of a company or by or on behalf of any person who is or has been engaged or interested in the formation of a company, must state the matters specified in Part I of the 4th Sched. to the Act and set out the reports specified in Part II of that schedule. These requirements are somewhat different to the present requirements. In the first place, where a prospectus offers shares, it must, if there are shares of different classes, state the rights of voting and the rights to capital and dividends conferred by the different classes. In addition, there will have to be reports of the profits and dividends made and paid by the company in the last three financial years, and if any part of the proceeds of the issue is to be applied in the purchase of a business, there will have to be a report of the profits of such business during the last three financial years. If the company, or the business, has not been carried on for three years, the time during which it has been carried on will have to be stated and the reports will relate to that period.

The provisions with regard to the minimum subscription are materially altered, and such of the present requirements as do not apply to a prospectus issued more than a year after the date at which, the company is entitled to commence business will apply, unless two years from that date have elapsed. It is not unusual to publish newspaper statements which do not fully comply with the Act and which contain an application form which refers to a prospectus which does comply with the Act, and which can be seen at some named place. In future, every application form must be issued with a prospectus that complies with the Act, unless it is issued in connection with a *bonâ fide* invitation to a person to enter into an underwriting agreement with respect to the shares or debentures, or in relation to shares or debentures which are not offered to the public. A director or a person responsible will not incur liability by non-compliance with or contravention of the requirements of the section, if, as regards any matter not disclosed, he proves he was not cognisant thereof or that the non-compliance or contravention arose from an honest mistake of fact on his part or the non-compliance or contravention was in respect of matters which in the opinion of the court dealing with the case were immaterial or was otherwise such as ought, in the opinion of the court, having regard to all the circumstances of the case, reasonably to be excused. Failure to insert particulars of the nature and extent of the interest of directors will not render a director or other person liable unless it is proved that he had knowledge of the matters not disclosed. The section does not apply to

the issue of a prospectus or form of application to existing members or debenture-holders, whether an applicant for shares or debentures has or has not the right to renounce in favour of other persons, and it does not limit or diminish any liability which any person may incur under the general law or the other provisions of the Act. The Act provides that directors and others responsible for the issue of a prospectus are to be liable for untrue statements, unless they can show they had reasonable grounds to believe the statements were true and did so believe up to the time of allotment, or if the untrue statement purports to be made by an official person or an expert, they must show that it is substantially the statement made. Compensation will also have to be paid where an untrue statement, report or valuation is made by an expert, if it is proved that the defendant had no reasonable grounds for believing that the expert was competent.

In future, where a company allots or agrees to allot any shares in or debentures of the company with a view to all or any of those shares or debentures being offered for sale to the public, the document offering the shares or debentures to the public, usually called an offer for sale, will be on the same footing as if it were a prospectus. Unless the contrary is proved, if the offer for sale takes place within six months after the allotment or agreement to allot, or if at the date when the offer is made the whole consideration to be received by the company in respect of the shares or debentures had not been so received, the offer for sale will be deemed to come within this provision. The offer for sale must be registered with the Registrar of Companies and must be signed by the persons making the offer as well as by the directors of the company. The offer must state, in addition to the ordinary requirements of a prospectus, the net amount of the consideration to be received by the company in respect of the shares or debentures to which the offer relates and the place and time at which the contract under which the shares or debentures have been or are to be allotted may be inspected. Although all requirements and rules of law with regard to prospectuses will apply as if the shares or debentures were offered to the public for subscription and as if the persons accepting the offer were subscribers, this will not prejudice the liability of the persons making the offer.

Allotment.—A prospectus must, where shares are offered to the public for subscription, state particulars as to (1) the minimum amount which, in the opinion of the directors, must be raised by the issue of those shares in order to provide the sums, or if any part thereof is to be defrayed in any other manner, the balance of the sums required to be provided in respect of each of the following matters:—

(*a*) the purchase price of any property purchased or to be purchased which is to be defrayed in whole or in part out of the proceeds of the issue;

(*b*) any preliminary expenses payable by the company, and any commission so payable to any person in consideration of his agreeing to subscribe for, or of his procuring or agreeing to procure subscriptions for, any shares in the company;

(*c*) the repayment of any moneys borrowed by the company in respect of any of the foregoing matters;

(*d*) working capital; and

(2) the amounts to be provided in respect of the matters aforesaid otherwise than out of the proceeds of the issue and the sources out of which those amounts are to be provided.

The amount stated in the prospectus as the minimum amount which in the opinion of the directors must be raised by the issue of share capital in order to provide for these matters will be the minimum subscription.

Shares offered to the public for subscription may not be allotted unless the minimum subscription has been subscribed and the sum payable on application for the amount so stated has been paid to and received by the company. For the purpose of this provision a sum will be deemed to have been paid to and received by the company if a cheque for that sum has been received in good faith by the company and the directors of the company have no reason for suspecting that the cheque will not be paid. The amount payable on application on each share may not be less than 5 per cent. of the nominal amount of the share. If these conditions are not complied with within forty days after the first issue of the prospectus, all money received from applicants for shares must be repaid to them without interest, and if the money is not repaid within forty-eight days of the issue of the prospectus, the directors of the company will be jointly and severally liable to pay that money with interest at the rate of 5 per cent. per annum from the expiration of the forty-eighth day.

A director will, however, not be liable if he proves that the default was not due to any misconduct or negligence on his part.

Of these provisions only the provision as to at least 5 per cent. being payable on application applies to any allotment of shares subsequent to the first allotment of shares offered to the public for subscription.

A company other than a private company which does not issue a prospectus on or with reference to its formation, or which, having issued such a prospectus, has not proceeded to allot any shares offered to the public for subscription, must not allot any shares or debentures unless at least three days before the first allotment of such shares a statement in lieu of prospectus, in the form in the 5th Schedule to the Act, has been delivered to the Registrar of Companies for registration. A fine is imposed for contravention of this section.

An allotment which fails to comply with this provision or the provision as to minimum subscription will be voidable at the instance of the applicant within one month after the holding of the statutory meeting of the company, and not later, or in cases where a company is not required to hold a statutory meeting, or where the allotment is made after the statutory meeting, within one month after the date of the allotment, and not later, and will be voidable even where the company is in the course of being wound up.

Directors knowingly contravening or permitting or authorising the contravention of either of these provisions will be liable to compensate the company and the allottee respectively for loss, damages or costs incurred; but proceedings to recover such loss must be commenced within two years after the date of the allotment.

It will be seen that there are some alterations in the present law as to a statement in lieu of prospectus, and in particular it is now clear that non-compliance with the law as to such statements will not render an allotment void.

A company limited by shares or a company limited by guarantee and having a share capital, must within one month after it makes an allotment of any of its shares deliver to the Registrar of Companies for registration a return of the allotments, and it must also in the case of shares allotted as fully or partly paid up otherwise than in cash, deliver a contract in writing constituting the title of the allottee to the allotment, together with any contract for sale or for services or other consideration, and a return showing the number and nominal amount of such shares, the amount paid up on them, and the consideration for which they were allotted. Such contracts must be duly stamped, and where they have not been reduced to writing, the prescribed particulars must be registered.

(*To be continued.*)

ADMINISTRATION OF HUNGARIAN PROPERTY: NINTH DIVIDEND.

The Administrator of Hungarian Property (Cornwall House, Stamford-street, London, S.E.1) announces that a ninth dividend of 1s. 6d. in the £ will be paid to all creditors who are entitled to participate. The first distribution of the dividend will be made on 6th July. An individual notice will be sent to each creditor as and when he becomes entitled to participate.

Ecclesiastical Charities.

An "ecclesiastical charity" may be defined as a charity having for its object the promotion of religion.

There is, however, a statutory definition of "ecclesiastical charity," and the expression now includes, unless the context otherwise requires, a charity the endowment whereof is held for some one or more of the following purposes:—

(*a*) Any endowment for a spiritual purpose which is a legal purpose.

(*b*) Any endowment for the benefit of any spiritual person or ecclesiastical officer *as such*.

(*c*) Any endowment for use, if a building, as a church, chapel, mission room, or Sunday school, or otherwise, by any particular church or denomination.

(*d*) Any endowment for the maintenance, repair or improvement of any such building as aforesaid, or for the maintenance of divine service therein.

(*e*) Any endowment for the benefit of any particular church or denomination, or for any members thereof *as such*.

(*f*) Any building which in the opinion of the Charity Commissioners has been erected or provided within forty years before the 5th March, 1894 (the date of the passing of the Local Government Act), mainly by or at the cost of members of any particular church or denomination.

This is the definition given to the expression "ecclesiastical charity" in the Local Government Act, 1894, s. 75 (2).

The section also provides that where any endowment of a charity, other than a building held for any of the above-mentioned purposes, is held in *part* only for some of such purposes, the charity, so far as that endowment is concerned, is an ecclesiastical charity, and the Charity Commissioners are compelled, on the application of any person interested, to make such provision for the apportionment and management of that endowment as seems to them necessary or expedient for giving effect to the Act.

It should be noticed that the definition in the Local Government Act, 1894, does not define or profess to define the meaning of "ecclesiastical charity," but says that unless the context otherwise requires, the expression "shall *include* the purposes mentioned therein" (see *Ross's Charity, In re*, C.A. [1899] 1 Ch. 21), and the word "include" implies that, in addition to the ordinary or popular meaning, the expression must have the meaning given to it by the interpretation clause: *Mayor of Portsmouth* v. *Smith*, L.R. 13 Q.B.D. 184; in other words, the expression enlarges the meaning of words or phrases occurring in the body of the statute, and when so used these words and phrases must be construed as comprehending not only such things as they signify according to their natural import, but also those things which the interpretation clause declare that they shall include: *Dilworth* v. *Commissioners of Stamps* [1899] A.C. 99, at p. 105.

The definition of "ecclesiastical charity" follows to some extent the definition given to the expression "ecclesiastical charity property" in the City of London Parochial Charities Act, 1883 (46 & 47 Vict. c. 36), where, by s. 5, "ecclesiastical charity property" is defined as *including* property applied "to or for any spiritual purpose which is now a legal purpose, or for the benefit of any spiritual person as such, or for the erection, maintenance, or repair of any ecclesiastical buildings, or for the maintenance of divine service therein, *provided that no property shall be deemed to be ecclesiastical which shall not have been given or applied to or for or in connexion with the Church of England*." This proviso, it will be noticed, limited the application of the definition to property given or applied to, or for, or in connexion with the Church of England, but the definition in the Local Government Act, 1894, applies to all religious denominations. It will also be noticed that the definition in the Act of 1894 is not confined to endowments for the spiritual or religious benefit of religious denominations, but also extends to endowments which are of an eleemosynary nature, but no eleemosynary charity for the benefit of the members of a particular church or denomination is made an ecclesiastical charity by s. 75 (2) of the Act of 1894 unless the benefits of the charity are confined to the members of the particular church or denomination and conferred upon them *as such*: *In re Ross's Charity, supra*.

By Definition (A) endowments held for "any spiritual purpose" must be for a purpose which is legal. The expression "spiritual purpose" is not defined, and prior to the decision of the House of Lords in the case of *Bourne* v. *Keane* [1919] A.C. 815, there were certain "spiritual purposes" which were then deemed void as being superstitious—such as masses for the repose of the souls of the departed.

The above-mentioned decision, however, established the legality of masses for the repose of the soul, with the result that it is now difficult to discover any uses to which the term "superstitious" should be applied.

A spiritual purpose may be said to be, more or less, a religious purpose, and a gift for religious purposes *simpliciter* is *prima facie* a gift for charitable purposes, notwithstanding there may be religious purposes which are not charitable (*In re White* [1893] 2 Ch. 41), and in applying this principle the court does not make any distinction between one sect and another, provided its tenets do not inculcate doctrines adverse to the foundations of all religion and are not subversive of all morality (*Thornton* v. *Howe*, 31 Beav. 14). In fact, in the equitable rule relating to trusts for religious purposes, religion includes all forms of religion which accept the fundamental doctrines of the Christian faith (*Bowman* v. *Secular Society* [1917] A.C., at p. 449).

By Definition (B) endowments held for the benefit of any spiritual person or ecclesiastical officer as such are brought within the expression "ecclesiastical charity."

The words "as such" have the effect of limiting the application of the Act to endowments held for the benefit of spiritual persons or ecclesiastical officers as members of a particular church or denomination, but the endowment need not necessarily be for the religious benefit or edification of such persons or officers, but may also be for their temporal good (*In re Ross's Charity* [1899] 1 Ch. 21); and the word "person" makes the definition applicable to any body of persons, whether corporate or incorporate (see Local Government Act, 1888, s. 100), and so includes ecclesiastical corporations, sole or aggregate, the members of which are exclusively spiritual persons.

The expression "ecclesiastical officer" is sufficiently wide to include the officers of the Ecclesiastical Courts, such as the Vicar-General, Chancellor, etc., as well as officers of the church such as churchwardens, parish clerks, sextons, organists and lay-readers. Possibly, too, trustees under the Compulsory Church Rate Abolition Act, 1868 (see "Phillimore on Ecclesiastical Laws").

Definition (C) applies the expression "ecclesiastical charity" to endowments for the maintenance of a building used as a church, chapel, mission room, Sunday school, or *otherwise* by any particular church or denomination; and Definition (D) purports to enlarge the scope of Definition (C) by extending the expression "ecclesiastical charity" to endowments for the maintenance, repair or improvement of any such building, and for the maintenance of divine service therein.

Definition (C), however, seems sufficiently wide to cover endowments for the maintenance, repair or improvement of buildings used for any one or more of the purposes referred to in the definition; and Definition (D) extends the expression "ecclesiastical charity" to endowments for the maintenance of divine service.

The word "otherwise" in Definition (C), construed "*ejusdem generis*," extends the application of the definition to any building used for or in connexion with an ecclesiastical purpose.

By a subsequent clause the expression "ecclesiastical charity" includes *any building* which, in the opinion of the Charity Commissioners, has been erected or provided within

forty years before the passing of the Act (i.e., 5th March, 1894), mainly by or at the cost of members of any particular church or denomination. A building therefore so erected or provided may be an "ecclesiastical charity" although used for purposes other than ecclesiastical.

The definition is further extended by (E), which brings into the expression "ecclesiastical charity" purposes for the benefit of any particular church or denomination, or of any members thereof *as such*.

The words "as such" restrict the expression to endowments having for their object the benefit of the members of any particular church or denomination, and such benefit must be limited to a class of persons holding the *status* of members of a particular church or denomination (*In re Perry Almshouses* [1898] 1 Ch. 391; [1899] 1 Ch. 21). The endowment, however, need not be for *all* the members, but may be for the benefit of some of them. If non-members of a church or denomination are entitled to share in the benefits bestowed by the charity, the charity is not an "ecclesiastical charity" within the meaning of the section (*ibid*).

What constitutes a person a member of a particular church or denomination raises, in some cases, questions difficult to determine. As regards the majority of denominations dissenting from the Church of England, the test of membership is generally what a person does; but as regards the Church of England, its services have been so framed that members of other religious denominations can honestly join in them, so that conformity does not necessarily imply membership: *Att.-Gen* v. *Calvert*, 26 L.J. Ch. 682. Attendance at a parish church is not, however, a sufficient test, as a parish church is by law open to every parishioner who desires to enter for the purpose of attending the ordinary services, and partaking of the Holy Communion, although not of *right* open to all, is sometimes administered to dissenters as a matter of grace: *Taylor* v. *Timson*, L.R. 20 Q.B.D. 671. On the other hand, a person who has been baptised, has been confirmed, or is ready and desires to be confirmed, and is an actual communicant, holds the status of a member of the Church of England: *In re Perry's Almshouses, supra*.

Section 75 of the Local Government Act, 1894, in defining the expression "ecclesiastical charity" contains a proviso giving jurisdiction to the Charity Commissioners, on the application of *any person interested*, to make provision for the apportionment and management of an endowment—other than a building—held in part only for an ecclesiastical charity.

This jurisdiction, in cases where an endowment is held *solely* for educational purposes connected with a particular church or denomination, is now exercisable by the Board of Education: see Board of Education Act, 1899, and Orders in Council made thereunder.

The apportioning of income appears however to be merely part of the machinery for adjusting between the two departments of the Charity Commission and the Board of Education the funds for charitable purposes, and for determining the endowments over which the Board of Education has authority. It is only "for the purposes of the Order" that a part of the endowment is to be treated as an educational endowment and such an order is not binding on the Charity Commissioners *for all time*: *In re Betton's Charity* [1907] 1 Ch. 205, 210.

There are other statutory provisions giving to the Court, Charity Commissioners and Board of Education, as the case may be, jurisdiction to apportion an ecclesiastical charity where coupled with a trust for a purpose not charitable. Thus the Roman Catholic Charities Act, 1860, 23 & 24 Vict. c. 134, contains provisions enabling apportionment to be made where a trust for the exclusive benefit of persons professing the Roman Catholic Religion is coupled with a trust deemed to be superstitious or otherwise prohibited by the laws then affecting persons professing that religion. The jurisdiction so given may be considered for all practical purposes obsolete, as since the decision of the House of Lords in the case of *Bourne* v. *Keane* [1919] A.C. 815, which finally settled the question whether a bequest of personal estate for masses for the repose of the souls of the departed, should or should not, be upheld as a valid gift—it is somewhat difficult to discover a superstitious use.

Again the Charitable Trusts Amendment Act, 1855, 18 & 19 Vict. c. 124, by s. 10 empowers the Charity Commissioners to apportion parochial charities after division of parishes. Section 10, however, has been superseded by s. 2 of the Charitable Trust Act of 1860, under which an apportionment of charity property on a division of a parish can now be carried out by means of a scheme for the administration of the charity affected by such division.

The Church Building Acts also contain provisions enabling the court to make orders apportioning charitable gifts on a division of a parish into two or more separate parishes.

A Conveyancer's Diary.

Trusts for Sale (*continued.*)

I left off a fortnight ago with a reference to s. 2 (2) of the L.P.A., whereby it is provided (as amended by the L.P. (Am.) A.) that where a legal estate is subject to a trust for sale then if the trustees are either (*a*) two or more persons approved or appointed by the court or the successors in office of such persons or (*b*) a trust corporation then the exercise by such trustees of the trust for sale will overreach any equitable interest or power having priority to the trust for sale. By sub-s. (3) however, certain equitable interests and powers are excepted from the operation of sub-s. (2) and cannot therefore be overreached by a sale by trustees under that sub-section; these are:—

(i) Any equitable interest protected by a deposit of documents relating to the legal estate affected;

(ii) The benefit of any covenant or agreement restrictive of the user of land;

(iii) Any easement, liberty or privilege over or affecting land and being merely an equitable interest (in this Act referred to as an "equitable easement").

Clause (i) of this sub-section emphasises the importance attaching under the new legislation to the possession of the documents relating to the legal estate. Clause (ii) is a very proper and necessary exception, as there is no reason why trustees for sale should be able to free the land from restrictions imposed for the benefit of other property, whilst clause (iii) excepts equitable easements which very seldom exist.

With regard to the four classes of trusts arising under statute mentioned in the "Diary" of a fortnight ago, it is interesting to notice the variation in the precise nature of the trust in each case. (1) Land held at law or in equity in undivided shares at the commencement of the L.P.A. becomes subject to special trusts known as the "statutory trusts," the meaning of which expression appears in s. 35 of the L.P.A. The land is to be held upon trust to sell the same and to stand possessed of the net proceeds after payment of costs and of the net rents and profits after payment of outgoings upon such trusts and subject to such powers and provisions as may be requisite for giving effect to the rights of the persons interested in the land; (2) Property vested in trustees by way of security when the right of redemption has become barred is to be held by them "upon trust for sale," and the proceeds are to be applied in like manner as the mortgage debt, if received, would have been applicable (L.P.A., s. 31); (3) Land purchased by trustees of a settlement of personal property under a power to invest in land is also to be held on trust for sale, and the proceeds applied as the purchase price would have been applicable (L.P.A., s. 32); and, lastly, (4) The real estate of an intestate is held "upon trust to sell the same" (A.E.A., 1925, s. 33 (1) (*a*)). In connexion with intestates' estates it must be remembered that the expression "statutory trusts" is

applied to the trusts applicable to the residuary estate held in trust for the issue of the intestate and the trusts are set out in s. 47 of the A.E.A.

The question whether land is or is not subject to a trust for sale is, of course, often of great importance as deciding whether the land is settled land or not. The S.L.A. does not apply to land held upon trust for sale (S.L.A., s. 1 (7)). "Trust for sale" in that Act has the same meaning as in the L.P.A. and therefore means an "immediate binding trust for sale," s. 205. There has been much controversy and some conflict of judicial opinion with regard to the meaning of that expression and I do not intend to discuss the question here. I cannot, however, let it pass without mention. The difficulty arises with regard to the word "binding." In *Re Leigh's Settled Estates* [1926] Ch. 852, and in *Re Leigh's Settled Estates* (No. 2) [1927] 2 Ch. 13, Tomlin, J., held that a trust to be "binding," must be such as to overreach all legal and equitable estates and interests affecting the land the subject of the settlement. Whilst, in *Re Parker's Settled Estates* [1928] Ch. 247, Romer, J., dissented from this view, and expressed the opinion that land might be subject to a binding trust for sale although there were equitable interests which could not be overreached by the trustees. *Re Norton* (1928), W.N. 186, should also be referred to, although it does not throw much light upon the main point at issue. There the matter stands at present.

Some points were decided in *Re Leigh* (*No.* 2), *ubi supra*, which I should have mentioned before in dealing with the provisions of s. 2 (2) of the L.P.A., as amended by the L.P. (Am). A. It was held that (*a*) in that sub-section (as amended) the expression "trust for sale" did not mean an "immediate binding trust for sale" in the sense in which the learned judge interpreted that phrase, (*b*) the approval of trustees contemplated was not confined to an *ad hoc* approval, but was in that case to be inferred from an order of court approving the settlement, and (*c*) in consequence of the inferred approval of the trustees by the court the trust for sale could overreach a prior rentcharge and the land was not settled land. So that, at any rate, so far as s. 2 (2) of the L.P.A. is concerned, there seems to be no doubt about the meaning of a "trust for sale."

For the time being, I will leave trusts for sale arising under statute and turn to express trusts for sale. Now, I am one of those who hold the view that it would be very much better if every settlement of land were effected by means of a trust for sale. Quite recently, a friend came to see me in great distress. She was entitled in remainder under a settlement made by her mother to some property to which she attached a sentimental value and greatly desired to occupy (as the settlor intended she should) after the death of the tenant for life who was her step-father. But the tenant for life was advertising the place for sale, and she was advised by her solicitors that she was powerless to prevent it. My friend asked me, "What could my mother have done to prevent this happening?" My reply was that the best method of achieving that object, so far as it was possible to do so, was by settling the property upon trust for sale. Paradoxical as that may seem, it is obviously true. Trustees holding upon trust for sale generally have an express power to postpone a sale and when they have not, such a power is implied unless a contrary intention appears: L.P.A., s. 25. In the exercise of the trust for sale the trustees should and for the most part do endeavour to hold the balance equally between the tenant for life and the remainderman, and will not sell at the arbitrary will of the former against the wish of the latter.

In the case which I have mentioned, at any rate, I can answer for it that one of the trustees would have held out against a sale for which at the time there was no valid reason at all.

The power now placed in the hands of a tenant for life whose interest in the property is limited and in many cases can only last for a few years, is, it seems to me far too great. There must be two trustees to receive the purchase price, but the tenant for life (however short his expectation of enjoyment of the property may be) is the sole trustee to decide whether the property shall be sold or not. I hope to be able to pursue this subject in a future "Diary."

Landlord and Tenant Notebook.

Agricultural Holding: What is an Improvement "required by the terms of the tenancy."

Section 1 (1) of the Agricultural Holdings Act, 1923, provides that "Where a tenant of a holding has made thereon any improvement comprised in the first schedule to this Act he shall, subject as in this Act mentioned, and, in a case where the contract of tenancy was made on or after the 1st day of January, 1921, then, whether the improvement was or was not an improvement which he was required to make by the terms of his tenancy, be entitled, at the termination of the tenancy, on quitting his holding to obtain from the landlord as compensation for the improvement such sum as fairly represents the value of the improvement to an incoming tenant."

The decision of the Court of Session in *Gibson* v. *Sherrett* [1928] S.C. 493, which was given under a corresponding provision (i.e., s. 1 (1) of the Agricultural Holdings (Scotland) Act, 1923), is of interest, because the question was raised in that case whether the particular improvement was one which had been executed under an obligation imposed by the lease itself.

In that case the lease had been entered into before 1st January, 1921. There were two holdings comprised in the lease, and under the terms thereof the tenant was bound to adopt one of two rotations of cropping. He was required either to cultivate the whole land as a single holding on a seven shift rotation, or to cultivate the land on part of the holding on a seven shift rotation and lay down the remainder of the land in permanent pasture. The tenant adopted the latter alternative, thereby making an improvement upon the holding within the meaning of the schedule to the Act. At the termination of the lease he claimed compensation in respect of this improvement, i.e., the laying down of the permanent pasture on part of the holding.

It was argued, however, that the tenant could not claim compensation, since, though the thing done by him was an improvement in respect of which he was *primâ facie* entitled to compensation, yet no compensation was recoverable, inasmuch as the "improvement" was done by him in pursuance of an obligation imposed on him by the lease.

Now under the previous Agricultural Holdings Act (of 1908) it was held by the Scottish Courts that no compensation could be claimed for an improvement in such circumstances, i.e., where the improvement was executed in consequence of an obligation imposed by the lease. This point was decided in *Earl of Galloway* v. *M'Clelland* [1915] S.C. 1062. In that case the tenant was required by the terms of his lease to "crop and cultivate the lands according to the rules of good husbandry," and follow a six shift rotation, the tenant being bound by the rotation prescribed by the lease to leave at the termination of his tenancy as large an area in temporary pasture as there was at the beginning. It was held that the tenant could not claim compensation in respect of such temporary pasture left at the termination of the tenancy. This decision was subsequently followed by the English courts in the case of *Huckell* v. *Sainty* [1923] 1 K.B. 150.

In this case the contract of tenancy which was for a term of fifteen years, and was made in 1906, imposed on the tenant an obligation to plant half the land with fruit trees and fruit bushes within the first four years and the rest with fruit trees within the first ten years of the letting. The tenant planted

trees and bushes in accordance with this agreement and claimed compensation therefor at the end of the tenancy. It was held, however, that he was not entitled to compensation, since the improvement was one which he was required to make by the terms of his tenancy.

It is to be noted, however, that under the Act of 1923 a tenant can no longer be debarred from claiming compensation in such circumstances where the contract of tenancy has been made on or after the 1st January, 1921. Where, however, the tenancy has been entered into previous to that date, a tenant may still be debarred from claiming compensation in respect of improvements executed by him in pursuance of an obligation contained in the lease.

To turn now to the case of *Gibson* v. *Sherrett*. The Court of Session held that the tenant was, notwithstanding, entitled to compensation, and they distinguished the case of *Earl of Galloway* v. *McClelland*, on the ground that in the former case there was really no obligation imposed by the lease on the tenant to execute that *particular* improvement. Thus, in his judgment, the learned Lord President said: "There is no doubt that the tenant was bound to make a choice between the alternatives which were submitted to him. But the circumstance that there is an obligation to make a choice between two or more alternatives does not warrant the deduction that in choosing the one or the other the obligant is other than free. *A choice is none the less a choice because the area of choice is restricted*; and this must remain true so long as at least two alternatives are open to choose from. When the obligant selects one of the alternatives he does so not because he was bound to select that alternative, but because he prefers it. It would not be true to say in the present case that the tenant laid down permanent pasture . . . because he was bound by his lease to do so. He might do so if he chose and he did choose. It would be true to say that if he chose *not* to adopt one of the alternatives he would be bound to adopt the other, but that is only another way of saying that he was free to choose either."

Our County Court Letter.

THE RESPONSIBILITIES OF GARAGE PROPRIETORS.

(*Continued from* 73 Sol. J., *p.* 186.)

V.

(A) The Interpretation of Agreements.

In avoiding legal jargon it is possible to use plain English which is equally incomprehensible—as recently appeared at Torquay County Court in *Central Garage Co.* v. *Braback*. The plaintiffs claimed £12 16s. 3d. for work done and materials supplied in taking down and overhauling a second-hand car, previously bought from them by the defendant. Liability was disputed on the ground that the plaintiffs had guaranteed to do all necessary work to the car within a specified time, their undertaking being to "look after the car for three months, i.e., all reasonable fair trouble." The plaintiffs contended that they were only liable for small difficulties which could be rectified without considerable expenditure, but not (for example) for matters such as a puncture, washing down twice a week, overhauling the engine, or spending two days dismantling the parts to discover the seat of the trouble. His honour pointed out that it was not possible to look over the points of a car like the points of a horse, and if there was an undertaking to look after a car it was necessary to expend time in doing it. The plaintiffs contended, however, that their liability was limited to the time spent on such matters as brake adjustments and oil pump trouble, and that the defendant was liable for the cost of re-lining the clutch and replacing piston rings—and he had in fact paid for the latter, although he disputed the charge for labour. His honour Judge Higgins remarked on the difficulty of coming to a satisfactory conclusion, and gave judgment for the plaintiffs for £12 and costs.

(B) Rescission of Contract for Sale of Motor Car.

The mutual rights of the parties in the above event were considered in the recent case of *Withy* v. *Pointings Limited*, at Harrogate County Court, in which the plaintiff claimed the return of £100 paid as a deposit, and the defendants counter-claimed £116 for loss and expenses arising on a re-sale. The defendants had promised delivery of a French sports car by 5th November, but it did not arrive after an extension of time, and the order was cancelled on 15th November, a further extension being subsequently allowed until 15th December. The defendants promised delivery again on 24th December, but the plaintiff replied that the order was cancelled, and she refused delivery in January. The defendants' case was that the car had to be specially ordered from Paris, and although they tried to get a date for delivery from the London concessionaires, there was no guarantee with regard to 5th November or any other date, as it was impossible to promise delivery of any car not in stock. The plaintiff had repeatedly threatened to cancel the order, but did not actually do so until the defendants had taken delivery and paid for the car, by which time they could not accept cancellation. They accordingly arranged to resell the car for the plaintiff, but the price realised was £240, being a loss of £50. His honour Judge McCarthy gave judgment for the plaintiff on the claim and counter-claim with costs.

(C) Damage to Customers' Cars by Fire.

At the last Cornwall Assizes, in *Jones* v. *Langman*, the plaintiff claimed £175 the value of a car burnt in a Falmouth garage, which caught fire by the alleged negligence of the defendant's employees. The plaintiff's case was that the defendant also owned an adjoining laundry, from which he had permitted his workman to remove litter, and to set fire to it in the vicinity of the garage, but the defence was that the man who burnt the rubbish was not authorised to do so, that being the duty of the stoker. The latter had been accustomed to burn rubbish in the boiler, until a neighbour complained of smuts spoiling the paint of his boats, after which the defendant gave instructions to burn the rubbish on the beach at low tide, if the wind was north or north-west, otherwise to burn it in the boiler. Evidence was given that the bank on which the rubbish was burnt was scraggy, with irregular vegetation, and that there was no apparent danger of the fire spreading to the garage, although samples of earth from the bank had afterwards indicated the presence of oil. The defendant's case was that there would have been no danger apart from the presence of something other than vegetation on the bank, and that the employee in question was acting outside his employment—just as much as if he had gone into the laundry and ironed the collars. The plaintiff's contention was that the man had collected and burnt the rubbish in his employer's interests, but the jury found that (1) the fire was not lighted in the course of employment; (2) the man did not know of the presence of oil in the bank; (3) he was not negligent, and Mr. Justice Hawke therefore gave judgment for the defendant. The law on this subject was discussed by the Court of Appeal in *Jefferson* v. *Derbyshire Farmers Limited* [1921] 2 K.B. 281.

TEMPERANCE PERMANENT BUILDING SOCIETY.

The interim dividend for the half-year ended 30th June, was posted to members of the above society on Saturday, the 29th June. The amount distributed including interest on deposit accounts exceeded £67,000. The number of investors now exceeds 13,500; the number of mortgagors exceeds 8,200, so that there are over 21,700 persons connected with this Society, which is now in its seventy-sixth year.

Practice Notes.

SUMMARY JURISDICTION OVER POSTMASTERS.

THE absence of *droit administratif* in this country is shown by a recent decision of the Tamworth magistrates upon a summons against the postmaster under the Town Police Clauses Act, 1847, s. 31. The section provides that if any chimney accidentally catch fire, the person occupying or using the premises may be fined 10s., unless the fire is in no wise owing to the omission, neglect or carelessness of the defendant or his servant. The defence relied on the latter proviso on the facts, and it was further contended that in law (1) the local postmaster was not the person using the premises, (2) the latter were vested in the Crown, through the Postmaster-General as lessee, and that as the above statute did not expressly name the Crown it was not binding on civil servants. The bench held that their jurisdiction was only ousted in cases where the application of a statute to the property or privileges of the Crown might be an invasion of the royal prerogative. In ordinary circumstances the servants of the Crown were liable for criminal acts, whether committed during their official duties or not, and in the above case the negligent act was a personal omission for which the defendant was liable, although committed in the course of duty on Crown property, and he was fined 5s. A contrary result would probably be reached in a larger centre, where the Office of Works undertakes the sweeping of the chimneys, and the postmaster is not responsible for maintenance of the premises. In contrast to the above there exists the decision in *Reg.* v. *Justices of Bromley, Kent* (1889), 24 Q.B.D. 181, in which the postmaster was charged with having in his possession for use for trade an unjust scale, contrary to the Weights and Measures Act, 1878, s. 25. The postmaster also carried on business as a baker, and it was contended that under s. 59 he must be deemed, until the contrary were proved, to have the weights or scales in his possession for use in trade, but the defendant's case was that the latter Act was not binding on the Crown, and therefore did not apply to post office weights and scales. The Divisional Court (Lord COLERIDGE, C.J., and Mr. Justice MATHEW) upheld the objection, and granted a writ of prohibition against the magistrates.

COMPULSORY BOOK-KEEPING BY STATUTE.

THE difficulties of traders who conduct a business without an adequate office organisation were recently illustrated at Plymouth, where a husband and wife were charged as follows: (*a*) being employers of workers, they unlawfully failed to keep such records of wages as would show compliance with the Trade Boards Acts, 1909 and 1918, (*b*) as occupiers of a workshop, viz., a dairy, they unlawfully failed to post up a notice M.D.14, dated 23rd November, 1928, as varied and fixed by the Milk Distributive Board, setting out minimum rates of wages. The scheme of the Acts was stated to involve the keeping of records of the payment of wages, without which it was almost impossible to know whether the Acts were being complied with. The prosecution alleged that, although seven visits had been made to the defendants' premises since 1924, the authorities had been absolutely unable to get them to comply with the Act. The last occasion was in March, when the male defendant was asked to produce the notice, and he searched and found it in a box among a disordered bundle of papers, but on being asked for the records of wages for the three workpeople since the previous inspection in January, he replied that he had not kept them. The defendants produced in court a book which was alleged to contain records and an inspector's signature, but it was pointed out that the latter was in reality the words "plus insurance," also the whole document was in the same writing, and that never in the history of Trade Boards had the whole record been written by the inspector. The magistrates fined the husband the maximum of £2 on each summons as manager, but the wife as owner was held not to have infringed the Acts. It transpired that the failure to post up the notice had been attributed to alterations to the premises, this being an explanation with which the department was very familiar.

Correspondence.

Increase of Rent on Account of Rates.

Sir,—I think the article under the heading "Landlord and Tenant Notebook" in your last week's issue, dealing with increase of rent under the Increase of Rent, etc. Acts, on account of rates, which landlord has to pay, should have an addendum.

It is stated quite correctly that the rent can only be increased where the contractual tenancy has been determined and proper notice of increase has been given.

In a case, however, where previously the tenant as between himself and the owner was liable to pay the rates, and the owner is rated under the Rating and Valuation Act, 1925, the owner can recover from the tenant the amount paid, though not by increase of rent.

It would be of advantage to many of your readers if the learned contributor of the column in question would deal with the question of whether the landlord can (apart from the Rent Restriction Acts) claim from a tenant in such case the full rate, or only the amount actually paid (s. 11 (9)), and in this connexion the dissenting judgment of Lord Sumner in *Nicholson* v. *Jackson* might be referred to.

One can hardly doubt that the intention was that the rebate was intended for the owner's benefit, but there is grave doubt, to say the least, whether he is not bound by the words of the sub-section to pass the benefit on to the tenant. If the latter is the case, then the tenant can be compelled to pay the full rate, if the owner elects not to pay within the period allowed for rebate.

Norwich. ERNEST I. WATSON.
1st July.

[We thank our correspondent for his letter which we have asked our contributor to deal with in "Landlord and Tenant Notebook" in an early issue.—ED., *Sol. J.*]

Legal Parables.

XXXVII.

The Barrister who figured Things out.

MR. QUIBBLE, of counsel, was not very learned in the law, but he reckoned himself smart at figures and cross-examination, two arts which he said could often be used in court with deadly effect in combination. He had found it particularly useful in running-down cases.

One day he came before Judge Wrangler to defend an action against a motorist who had run broadside into a steam-roller at a road junction.

The usual plan was produced, with the customary effect of obscuring what would otherwise have been plain facts. The principal witness for the plaintiff was a constable who was directing traffic at the time.

Mr. Quibble, in his cross-examination, began by asking him if he seriously meant that the defendant's car was travelling at forty miles an hour. P.C. Stolid said he was, and he certainly looked it. Mr. Quibble then demanded to know how far the car was from the cross-roads when he first saw it. P.C. Stolid told him. And how far was the steam-roller? Again the constable obliged. And where did the vehicles meet? "Wait! Mark the positions of the car, the steam-roller, the collision and yourself, on the plan."

P.C. Stolid, whose brow was very moist, now moistened his pencil and breathed heavily over the plan. After some time he handed it to the usher, who handed it to the learned judge, who remarked that it could hardly be so, because the officer

seemed to have first seen the car on the church steeple, the steam-roller on the steps of a public convenience, while he himself was half-way down the High Street and the collision took place in a private house.

Mr. Quibble, who felt pretty confident by this, next asked his two favourite questions: (1) Are you willing that his Honour should judge the accuracy of your evidence by the value of the answers you have just given? (Answer: "I don't mind, sir.") (2) Do you realise that if what you say is true, then the steam-roller travelled, according to you, twenty yards while the motor car did thirty, and must therefore have been doing over twenty-six miles an hour? (Answer: "Beg pardon, sir, I never said such a thing.")

Mr. Quibble also made great play of certain remarks passed by another witness, who said the whole thing was over in a couple of minutes, as contrasted with another who said it was a matter of a moment or two, and who, pressed for what he meant by a moment said "Well, you know, a second or so." He based certain elaborate calculations on these estimates, argued that he had no case to answer, and sat down with a happy smile.

His Honour summed up tersely. If he accepted Mr. Quibble's calculations, he said, he gathered that it was fairly clear that either there had been a violent collision between two stationary vehicles at some distance from each other, or else that the roller was doing about twenty miles an hour, which seemed to him unusual, and that the car was doing five, which seemed also unusual. He had no aptitude for figures himself (which was hardly true, since he had been a notable mathematician at the 'Varsity), but he hoped he could judge the value of testimony and make allowances for reasonable limits of error in calculations of time, speed and distance. There was abundant evidence that the motorist, going much too fast at the cross-roads, ran into a steam-roller which was not, in his opinion, being driven at a furious rate. The damage to the roller was so small that it should have been paid at once without demur and thus could have been avoided a good deal of expense and still more futile argument.

Moral: You can't prove just what you like by figures.

Reviews

Fishing Ways and Wiles. By Major H. E. Morritt. Introduction by Lord Howard de Walden. pp. 141. 1929. Methuen & Co., Ltd., 36, Essex-street, W.C. 6s. net.

After the nervous and excessively modest beginning of his preface and earlier pages, the author of this book soon warms up, and thereafter often takes the bit between his teeth and carries his reader along with him willy nilly and delightfully.

This is an excellent little book and full of interest. It records concisely many experiences of an all-round trout and salmon fisherman who writes especially as such in relation to Great Britain and Norway. Had we space we would cite some of his discoveries, discuss his new methods of dressing salmon flies and lures, and quote his acute observations on dry-fly striking; but instead we advise purchase of the book. It is impossible entirely to agree with every theory he propounds (no two anglers ever did!) as, for example, that trout do not really rise short; that with rod held vertical and with reel fixed no salmon can break a good cast; and again that "generally speaking the fish do not rise freely in very deep water." Experience in the deep Pyrennean lakes has shown that a man in a boat, drifting over the deeper places, usually takes more and better fish than the man casting from the shores over the shallows, and that wind, weather and time of year are important factors in this question. Many "Do-salmon-feed-in-fresh-water" folk will no doubt quarrel with him, though his theories seem much more plausible than some others propounded. However, these are but small differences, and we thank the author for a charming book, beautifully illustrated, in great part by himself.

Major Morritt writes (when warmed up) as well as he paints, and he paints very well indeed. We congratulate him upon a valuable addition to fishing literature.

A Digest on the Law of Libel and Slander, and of Actions on the Case for Words causing Damage. With the Evidence, Procedure, Practice and Precedents on Pleadings both in Civil and Criminal Cases. By the late W. Blake Odgers, M.A., LL.D., K.C. 1929. Sixth Edition, by W. Blake Odgers, M.A., of The Middle Temple, and Robert Ritson, of The Inner Temple, Barristers-at-Law. pp. cii and (with Index) 824. London: Stevens & Sons, Limited. 42s. net.

A famous authority is alleged to have said that the three greatest books in the world are the Bible, the Koran, and "Odgers on Libel and Slander." Whether that statement be generally accepted, it is not within our province to inquire. But it is commonly admitted that the "Law of Libel and Slander" by Odgers is one of the greatest legal text-books ever published. The first edition of this masterpiece was produced by the late Doctor Blake Odgers in the year 1881, and the subject of this review is the sixth edition which has been compiled by Mr. W. Blake Odgers, of the Middle Temple, and Mr. Robert Ritson, of the Inner Temple.

The original design of the book has been maintained in the new edition. The law on each point is stated in the form of an abstract proposition, and the decided cases are cited as illustrations of that abstract proposition. This form of treatment is admirable, for every case of libel or slander abounds in numerous different points, each of which require separate attention. The opening chapters deal with the nature of defamation and the distinction between libel and slander. In this connexion it is important to remember that libel on an individual is both a civil injury and a criminal offence. The person libelled may pursue his remedy for damages or prefer an indictment, or by leave of the court a criminal information, or he may both sue for damages and indict. In practice, the civil remedies are those which are generally sought to obtain satisfaction. In the ensuing chapters the provinces of judge and jury are clearly delineated. The subjects of Publication, Malice, and Damages are dealt with. The question of Costs has been fully investigated, and those fine points which arise in connexion with the exercise of judicial discretion in awarding and withholding costs have been carefully explained. The defences of Justification and Privilege are exhaustively considered. Fair Comment—probably the most controversial of all defences—comes under review, and the vexed question of the "rolled-up plea," which caused such lengthy litigation in *Sutherland* v. *Stopes* [1925] A.C. 47, is discussed in all its bearings. The right to sue and be sued by persons under disability, and the effect of special personal relationship, is explained in the chapter dealing with the law of persons in both civil and criminal cases. We are reminded that the husband is liable for all libels published or slanders uttered by his wife during coverture. With the emancipation of women it seems wrong that men should thus remain liable for the transgressions of their wives. This is a matter, however, which concerns, not merely the law of libel and slander, but the whole law of tort.

The chapters on Practice and Procedure are invaluable. So many legal writers appear to avoid imparting their knowledge of this aspect of their particular subject to the outside world, but our authors have spared no pains to assist the profession in the thorny paths of practice and procedure. In both civil and criminal cases there are exhaustive chapters dealing with these matters. The precedents of pleadings and interlocutory proceedings are of the utmost help to the profession, and a recent set of Indictments under the Indictments Act, 1915, is included. Finally, there are well-compiled Tables of Cases and Statutes and Rules and Orders, and the Index—a very important feature in a text-book—has been prepared with much care. The authors have done their work well and merit all the eulogiums which have been passed on the earlier editions of the same work.

POINTS IN PRACTICE.

Questions from Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to The Assistant Editor, 29, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Agricultural Holding—Landlord's Notice to Quit—Tenant Quitting One Year after Expiration—Whether entitled to Compensation.

Q. 1672. A entered into a contract to sell a farm to B. He served his tenant C with a notice to quit. The notice was served on the 13th November, 1925. The notice expired on 13th November, 1926. The tenant did not give vacant possession of the farm to the purchaser until November, 1927. The tenant claims compensation for unreasonable disturbance from the landlord. Can he successfully claim, bearing in mind that he did not comply with the notice to quit in November, 1926 ?

A. The facts are stated too meagrely to permit of an answer yes or no. It seems curious that a question as to the right to compensation of a tenant who quitted in November, 1927, should be raised in June, 1929. It is assumed the notice to quit was given after contract of sale : see Agricultural Holdings Act, 1923, s. 26. It is further assumed that the tenant continued in possession for another year with the consent of the landlord, and was not ejected as a trespasser. The fact that he continued in possession with such consent would not affect his right to compensation, as he actually quitted "in consequence of" (note the words are not "in accordance with") the notice; s. 12 (1). To entitle him to claim, however, he must have given notice of intention to claim at least a month before the termination of the tenancy, i.e., not later than 13th October, 1926, as it was in November, 1926, that the tenancy terminated for this purpose (s. 12 (7) (6)), unless it was definitely agreed that the notice should be held to take effect in November, 1927 ; also he must have supplied particulars of claim within two months after actually quitting : s. 16 (2). If he failed to comply with these conditions he forfeited his right.

Trust Deed for Creditors—Conveyance of Property not required to Debtor.

Q. 1673. In July, 1928, a debtor conveyed all his real and personal property to a trustee as security for the payment of a composition of 10s. in the £ upon the amount of his debts. This composition has now been paid without resort to the property contained in the deed. It is now desired to re-vest the legal estate in the property in the debtor. We are unable to find any suitable precedent for this purpose, and shall be glad to be informed as to the most satisfactory method of attaining this result.

A. Whether the deed contained an ultimate trust in favour of the debtor or not, such a trust would in fact exist, and, accordingly, there seems no reason why the trustee, by deed containing full recitals, should not re-vest the property in the debtor as being absolutely entitled in equity.

Negligence of Point Duty Constable.

Q. 1674. A motorist was waved on by a police constable on point duty into the path of an oncoming car and damage was caused entirely through the negligent way in which the constable performed his duty. Has the motorist any right of action against the constable himself, and also against any higher authority ? If the answer is in the affirmative to both questions, please state what is the higher authority and how it should be sued. It is presumed that in either case an action would be subject to the provisions of the Public Authorities Protection Act, 1893. Please state any cases that might be helpful.

A. The motorist has no right to sue, as the breach of a statutory duty gives rise to no cause of action, see *Phillips* v. *Britannia Hygienic Laundry Co. Ltd.* [1923] 2 K.B. 832. The constable renders himself liable to a fine for neglect of duty, e.g., under the County Police Act, 1839, s. 12, or the Municipal Corporations Act, 1882, s. 194, but no civil remedy is provided for the person aggrieved. No higher authority can be sued, for the following reasons : (*a*) In the Metropolitan Police District the employer is the Crown, which is not liable in tort, and the Home Secretary and Commissioners are merely fellow servants of the constables ; (*b*) in counties the standing joint committee are not liable because they have no immediate control, and the chief constable is not liable because he is not an employer ; (*c*) in cities and boroughs the watch committees and chief constables are not employers but merely disciplinary authorities, and therefore not liable. In cases (*b*) and (*c*) the constables are the holders of a common law office, and are not the servants of the local authority, which is merely exercising certain powers of government delegated by Parliament, and the principle of *respondeat superior* is not applicable. The difference is only one of degree between the above case and one in which a constable sleeps on his beat and permits a burglary to take place, or injures a bystander in aiming a blow at a mad dog. As the duty is to the public and not the individual, the latter has no cause of action for damages sustained.

Voluntary Settlement of an Equity of Redemption—Stamp Duty.

Q. 1675. How is the stamp duty on a voluntary settlement of an equity of redemption to be computed ?

A. Voluntary settlements are by s. 74 of the Finance (1909-10) Act, 1910, subjected to the same stamp duty as conveyances or transfers on sale, the value of the property assured substituting the consideration. The value of the gift to the donees is clearly the value of the equity. The position does not seem to us the same as that on a sale of the equity. On a sale the term consideration moving the lessor is the price paid, plus the relief, by way of indemnity from the mortgage debt. The *ad valorem* stamp should be on the value of the equity only.

Grant of Administration to Estate of Sole Trustee to Attorneys—Appointment of New Trustees.

Q. 1676. A, a domiciled Englishman, married in Germany a German subject, and at the time of such marriage each of them executed a marriage settlement in German form. A died recently without having made a will in English form, his widow being then and still resident in Germany, and representation was made to her there of the husband's estate, the marriage settlement having testamentary effect in Germany. The widow appointed attorneys in England to obtain representation to her late husband's estate in England and this grant has been obtained in favour of the attorneys of the estate in England until she shall apply. A was the sole trustee of an English settlement, and new trustees thereof have to be appointed, which can be done by "the administrator for the time being of a deceased person" (see Trustee Act, 1925, para. 68 (9)). Should the appointment be made by the attorneys or by the widow ?

A. As the attorneys are the administrators for all purposes (*Re Rendell, Wood* v. *Rendell* [1901] 1 Ch. 230), we express the opinion that they should make the appointment. See also *Re Shafto* (1885), 29 Ch.D. 247.

Notes of Cases.

Court of Appeal.

Verren *v.* **Anglo-Dutch Brick Co. (1927) Limited.**

Scrutton and Greer, L.JJ., and Eve, J. 13th June.

CHARTER-PARTY — DEMURRAGE — "REVERSIBLE WORKING DAYS"—SET-OFF IN RESPECT OF SAME VOYAGE ONLY—PART OF DAY NOT A WHOLE DAY.

Appeal from a decision of Roche, J. (73 SOL. J. 269).

The plaintiff was the owner of a Belgian three-masted motor schooner, which he had chartered to the defendants for fifteen or twenty voyages, at charterer's option to carry cargoes of bricks from Rumpst in Belgium to London. The charterers terminated the hire after fifteen voyages, and the plaintiff now claimed demurrage from them on the ground that they had taken longer than the stipulated time for loading and discharging. The charterers contended that by the terms of the charter-party they were allowed five reversible days for loading and discharging on each voyage, or a total of seventy-five days for the fifteen voyages; and they further submitted that "reversible" meant that days saved on one voyage could be set-off against days lost on another trip, and that demurrage was only payable on the basis of the whole time lost. They also said that the schooner was unseaworthy and that in consequence of her unseaworthiness she could not perform her voyages with proper dispatch, and they counter-claimed for dispatch money.

ROCHE, J., held that part of a day could not be taken as a whole day, but could only be counted as part of a day, and that the defendants' contention that the word "reversible" referred to the inclusion of all the voyages together was untenable, and he held that time lost or gained in loading or discharging on any one voyage could only be set-off against time gained or lost on the same voyage. He also held that the delays in the present case did not amount to deviation. The defendants appealed.

The COURT (SCRUTTON and GREER, L.JJ., and EVE, J.) dismissed the appeal. There was no ground for construing the word "reversible" as referring to the inclusion of all the voyages as the defendants contended. Roche, J.'s, view that days lost or gained on one voyage could only be set-off against days lost or gained on the same voyage was the right one. Further, there was no ground for disturbing Roche, J.'s, finding that the delays in this case did not amount to deviation. The appeal failed and must be dismissed.

COUNSEL: *H. Stranger*, for appellants; *Dunlop*, K.C., and *Holman*, for respondent.

SOLICITORS: *J. & M. Solomon* and *Hyam; Holman, Fenwick & Willan.*

[Reported by T. W. MORGAN, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

Automobile and General Finance Corporation, Ltd. *v.* **Morris and Another.**

Acton, J. 18th June.

MOTOR CAR—HIRE-PURCHASE CONTRACT—SALE OF MOTOR LORRY—GENUINE TRANSACTION—NOT A CLOAK FOR A LOAN OF MONEY.

The plaintiffs in this action claimed from the defendants £106 4s. 2d., being in respect of ten monthly instalments which they alleged were due under a hire-purchase agreement, in writing, dated September, 1928, under which the defendants agreed to buy a motor-lorry from the plaintiffs. The defendants pleaded, *inter alia*, that the agreement was made by the plaintiffs in the course of their business as moneylenders as security for a loan, and that no note or memorandum of the contract setting out the amount of the loan or the interest was given before the security was taken, and that the agreement was, therefore, illegal and void.

ACTON, J., found that the agreement was duly executed by the defendants with full knowledge of its meaning. There had been cases before the courts such that when the whole circumstances were looked at it became apparent that the transaction was in fact a mere cloak for a loan of money on the security of a motor car, but, in the present case, the transaction was not of that nature, but was in good faith a transaction to buy the motor-lorry. Judgment for the plaintiffs, with costs.

COUNSEL: *Clement Davies*, K.C., and *N. A. Beechman*, for the plaintiffs; *J. Jones Roberts*, for Morris; *H. G. Garland*, for the second defendant.

SOLICITORS: *Hicks, Arnold & Bender; R. J. Twyford & Co.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Barrow, Lane and Ballard, Ltd. *v.* **Gilbert J. McCaul and Co.**

Acton, J. 20th June.

CONTRACT—SALE OF GOODS—SUBJECT OF CONTRACT FRAUDULENTLY APPROPRIATED BY THIRD PARTY—NO CONTRACT—RIGHT TO REPAYMENT OF PRICE PAID.

The defendants, in August, 1927, had deposited 4,900 bags of ground nuts at a London wharf. They sold a lot of 700 bags to the present plaintiffs, who, without taking possession of them, resold them, as lying in the warehouse, to Phillips & Co., Ltd. When the last-named purchasers went to take possession it was found that owing to the dishonesty of someone at the wharf, only 150 bags out of the 700 remained. Phillips & Co., Ltd., refused payment, and the wharf company having become insolvent, the present plaintiffs brought an action against Phillips & Co., Ltd. A decision was given in favour of Phillips & Co., Ltd., and the plaintiffs now sought to recover from the present defendants as the original sellers of the nuts to them.

ACTON, J., said that this was a case in which two innocent parties must suffer for the fraud of a third party. He held that at the time when the supposed contract between the plaintiffs and the defendants was entered into there was no lot of 700 bags in existence and that accordingly the supposed contract never came into existence. Judgment for the plaintiffs, with costs.

COUNSEL: *Le Quesne*, K.C., and *Woodgate*, for the plaintiffs; *James Dickinson*, for the defendants.

SOLICITORS: *Burnie & Coleman; Thomas Cooper & Co.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Rex *v.* **The O.K. Social and Whist Club, Ltd.**

Lord Hewart, C.J., Avory and Swift, JJ. 24th June.

GAMING—PROGRESSIVE WHIST—NO SKILL—AN UNLAWFUL GAME—CONVICTION UPHELD.

Appeal from a conviction before the Recorder at Liverpool City Sessions.

The appellants, the O.K. Social and Whist Club, Ltd., a non-proprietary club which was a members' club limited by guarantee and registered at Somerset House, provided nightly whist drives for members, the prizes being provided from the pool made by the entrance fees of the players. The whist was progressive, the winners in each round remaining together and the losers moving to two different tables. The club was charged with keeping a common gaming house. The Recorder held that the whist as played was not a game of skill, that it was an unlawful game, and the appellants were fined 20s.

Lord HEWART, C.J., stated the nature of the appeal, and said that unless a whole series of authorities were to be overruled it was not possible to say that there had been any error in law on the part of the Recorder in holding that the progressive whist was illegal and in withholding that question from the jury. The appeal was dismissed.

COUNSEL: *Glynn Blackledge*, for the appellant; *Maxwell Fyfe*, for the Crown.

SOLICITORS: *John A. Behn*, Liverpool; *the Town Clerk*, Liverpool.

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Societies.

The Law Society.

FINAL EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Final Examination held on the 10th and 11th June, 1929 :—

Myles John Abbott, Patrick David Lafone Ainslie, B.A. Cantab, Alfred Sydney David Albert, Victor George Henry Allen, Leslie Holman Allwood, Arthur William Anfield, John Anglesey, Stanley Arthur, John Evans Atkinson, Arthur Sidney Bailey, Phillis Baker, B.A. London, Hugh George Balfour, B.A. Cantab., Geoffrey Mackenzie Ellison Barber, Henry Graham Barrow, Henry Vesci Batchelor, Ashley Swinburne Baxter, Tom Cecil Benfield, Peter Dunstan Bennett, B.A. Cantab., Ronald Henry Collingridge Bennett, Trevor Howard Bent, Lionel William Biggs, William Herbert Bishop, Herbert Lincoln Blackburn, John Turton Blacker, Alfred Edward Hope Blazey, Arthur Bond, Geoffrey Clarence Bonner, B.A. Cantab., Richard Geoffrey Bonner-Morgan, John Petchell Bonney, Arthur Leslie Bostock, LL.B. London, Denis Lingard Botham, Arthur Roy Boucher, Stanley Richardby Bousfield, B.A. Cantab., James Tempest Bouskell, B.A. Oxon., Ernest Brearley, Reginald Fred Varney Britnell, John Hall Bromfield, Samuel Herbert Brookfield, LL.B. Liverpool, LL.B. London, George Bull, George Michael Burges, B.A. Oxon., Edmund Arthur Burton, William Guy Byford, B.A. Cantab., John William Calder, B.A. Cantab., Cyril James Rapley Calsteren, Henry Arnold Chapman, B.A. Cantab., John Augustus Henry Chaproniere, John Danby Christopher, B.A. Cantab., Alec Clegg, Arthur Lindsay Clegg, B.A., B.C.L. Oxon., Oliver Vernon Cockerton, Leonard Myer Cohen, Moses Cohen, LL.B. London, William Alexander Francis Cooper, Alan Hanchett Copley, William John Cornish, Richard Power Coulson, Robert Luther Craig, B.A. Cantab., Geoffrey Hutchinson Crawford, B.A. Oxon., John Stuart Crook, Lionel Gordon Cunliffe, Thomas Bertram Daltry, B.A. Cantab., Martin Charles Campbell Daniel, B.A. Oxon., Arthur Veale Darlington, LL.B. Liverpool, Basil Robert Davies, Elwyn Talog Davies, Ralph William Davies, Cyril Dawson, William Ogilvie Dodd, LL.B. Liverpool, Clifford Walter Dupont, B.A. Cantab., Frank Kenneth East, B.A., LL.B. Cantab., William Richard Edwards, Frederick George Egner, Ralph Brian Farebrother Ellis, Frank Etchells, Horace Evans, John Faithful Penrhys Evans, Stuart Newton Evans, Horace Kingsley Evershed, John Raymond Feaver, Andrew Findlay, Lindsay Stanley Fisher, B.A. Oxon., John Brett Fletcher, B.A., Oxon., Alfred Godfrey Flintoff, Ralph Freeman, John William French, Samuel Walker Garsed, B.A., B.C.L. Oxon., Cuthbert Humble Gibson, B.A. London, Howard Alfred Gibson, Ronald Renshaw Gilchrist, B.A. Cantab., John Hugh Cecil Godfrey, Ernest Harley Gough, B.A. Cantab., George Stanley Green, Thomas Charles Halford, Charles Hall, William Percy Hammond, Denis Cuthbert Harward, Hugh Robb Harwood, Norman George Hayward, Patrick Rowan Herron, Jack Hill, LL.B. Leeds, William Percy Hill, James Alfred Hines, John Francis Hipwood, William Ayto Houltby, Geoffrey Lewis Howarth, LL.B. Liverpool, Thomas David Howells, Richard Cairns Hubbard, Charles Maurice Hudson, B.A. Cantab., Alfred Pinel Hughes, George Vivian Hunt, B.A., LL.B. Cantab., John Everard Hurley, Hymen Hyams, LL.B. Leeds, Reginald Addington Ingle, B.A. Cantab., Allister Robert Innes-Smith, Arthur Edward Isemonger, Roden William James, Stanley Albert Jarrett, Stanley Jennings, David Hubert John, LL.B. Wales, Cecil Norcliffe Johnson, Hywel Glynne Jones, LL.B. Wales, Thomas Llewellyn Jones, Thomas Mead Jordan, Margaret Ruth Gaulter Kean, Richard Burr Talbot Keen, B.A., LL.B. Cantab., Frederick Kellett, Rupert Ernest Kettle, Arthur William Gerald Kingsbury, Philip Francis Kinsey, LL.B. Victoria, Aubrey Kremer, LL.B. Leeds, Alfred Reginald Ledbury, Cecil Jack Lewis, B.A., LL.B. Cantab., John Edward Lewis, John Mansel Mayer Lewis, Laurence George Lewis, James Malcolm Stuart Lickfold, Henry Herbert Loveday, B.A. Cantab., Ralph William Toward Lubbock, Francis Arthur Luke, Thomas George Lund, Eric Reid McNab, Henry Thomas Mander, B.A., LL.B. Cantab., John Barker Maudsley, John Richard Mawer, Leslie Davison Miller, William Moncur Mitchell, B.A., LL.B. Cantab., Harold Moreton, Geoffrey Norman Morice, B.A. Cantab., Geoffrey Morpeth, B.A. Cantab., John Thomas Morris, B.A. Oxon., William, Robert Nash, Richard Alfred Nathan, Ellis Ashby Needham, LL.B. Victoria, Agnes Carus Neville, Ronald Illingworth Newell, LL.B. London, Ernest William Johnston Nicholson, LL.B. Sheffield, Bryan O'Connor, Francis Joseph O'Dowd, LL.B. Liverpool, Aneurin David Owen, Evan David Henry Parry, LL.B. Wales, Harold Partington, Carlton Spencer Place, Robert Spence Watson Pollard, Arthur Guyon Prideaux, B.A. Oxon., Richard Charles Reeve, Felix Charles Regnart, Alsa Wilcock Rhodes, Gordon Rice, Evan Montague Richards, Herbert Walton Roberts, Sidney Strickland Robinson, Alpheus John Robotham, B.A. Cantab., Thomas Anthony Rotherham, Edward Percy Rugg, Charles Henry Ryder, Aubrey Leslie Sackin, Sam Ralph Saffman, LL.B. Leeds, Robert Yeo Sanders, B.A. Oxon., Malcolm Elliot Scott, Herzl Segal, LL.B. Leeds, Edward Philip Shaw, M.A. Cantab., William Joseph Shaw, Leonard Judah Signy, LL.B. London, James Campbell Joseph Simpson, George Harold Skelton, Henry Heron Smith, Ralph Marcel Smith, Philip Charles Noel Solomon, Arthur Bertram David Spiro, David Lyndhurst Martin Steel, Norman Gerald Steele, Richard Home Studholme, M.A. Cantab., Gilbert Sutcliffe, Howard James Adair Swann, George Frederick Sykes, Arthur Thomas Reginald Symonds, B.A. Cantab., Arthur John Renault Fraser Taylor, B.A. London, Horace Aubrey Nelson Tebbs, Eric John Temple, Geoffrey Raymond Thompson, Thomas Chambre Thompson, Willie Tillotson, Harold Wainwright Timms, B.A. Cantab., Hugh Vyvyan Melville Titley, Oswald Holland Toyne, James Turner, Maurice Sherbrooke Turpin, B.A. Oxon., Rowland William Usher, Stephen Francis Villiers-Smith, B.A. Oxon., Donald William Wade, B.A., LL.B. Cantab., Doris Vera Wadeson, George William Wain, Benjamin Hoyle Waite, Francis Gerald Walker, B.A. Cantab., George Edward Walker, B.A., LL.B. Cantab., Harry Walker, Hugh Albert Harold Walter, B.A. Cantab., Philip Edward Oxenham Walter, B.A. Cantab., Robert Douglas Watson, William Innes Watson, William Watt, John Harold Webster, B.A. Oxon., Theodore Magnus Wechsler, LL.B. London, William Henry Orme Wedlake, Daniel Granville West, Harold Gibbons Weston, B.A. Oxon., LL.B. London, George Shorrock Ashcombe Wheatcroft, B.A. Oxon., Samuel Stephen Wheeler, Arthur Edward Whiting, Christopher Frederick Henslowe Wigan, M.A. Oxon., Godfrey Harlow Wigglesworth, B.A., B.C.L. Oxon, John Phillimore Wild, Horace Wilkinson, David Rees Williams, Thomas Trefor Pennant Williams, David Ian Wilson, B.A. Oxon., John William Wilson, B.A. Oxon., Thomas Howarth Wolverson, B.A. Cantab., Francis Hugh Lambart Wood, Norman Woods, Lionel Richard Woolner, Geoffrey Charles Henry Woolston, Bernard Joseph Maxwell Wright, B.A., Cantab., Ralph Yablon, LL.B. Leeds.

Number of candidates, 291 ; passed 245.

The Council have awarded the following prizes :—

To Laurence George Lewis, who served his articles of clerkship with Mr. Edmund Major Leaning, of the firm of Messrs. Leaning & Carr, of Clacton-on-Sea, the Edmund Thomas Child Prize, value about £21.

To Laurence George Lewis, who served his articles of clerkship as above mentioned, and to George Shorrock Ashcombe Wheatcroft, B.A. Oxon., who served his articles of clerkship with Mr. Alfred Herbert Holland and Mr. George Edward Herbert Cook, B.A., both of the firm of Messrs. Corbin, Greener & Cook, of London, each the John Mackrell Prize, value about £13.

INTERMEDIATE EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Intermediate Examination held on the 12th and 13th June, 1929. A candidate is not obliged to take both parts of the Examination at the same time.

FIRST CLASS.

George Emile Coopman, Francis Charles Forbes, Henry Norman Hanson, Robert Lewis Jackson, Abraham Kramer, Thomas Norman Lockyer, Edward Leofric Thorold, Charles Geoffrey Cameron Young.

PASSED.

William Geoffrey Attwood, Violet Mercy Auton, Herman John Frederick Babington, B.A. Cantab., Harold Backhouse, B.Sc. London, William Leonard Ball, Frank Morgan Bevan, Eric William Richard Bolden, M.A. Cantab., Henry Lloyd Bunce, Norman Stewart Caney, John Steele Carr, Cyril Ernest Channon, Philip Alfred Hugh Clark, Thomas William Cockeram, Ralph Henry Cole, John David Cowen, B.A. Oxon., Walter Sydney Curnock, William Leslie Dacey, Kenneth Herbert Dadds, Joseph Ramshaw Dixon, Gerald Frank Emanuel, Max Gillis, Archibald Glen, Arthur Goldberg, Harold Greenhalgh, Wilfrid Hampton, Thomas Ouchterlony Turton Hart, David Arthur Hippisley, Alec James Dyson Hirst, Benjamin Johnson, George Cecil Jones, William Hugh Jones, Alan Edward Kehoe, Ernest Edward Kemp, Walter Harry Kester, Marjorie Land, Ivy McIntyre Haselden Lewis, Charles John Hampden Lucy, James Southworth McGraw, William Hugh Masters, Ieuan Montgomerie Mendus, Francis Cleghorn Metcalfe, William Cledwyn Morgan, William Munson, Charles Maurice Napper, John Henry Nicholson, Ferdinand Gerald Nigel, Lilian Mary O'Connor, Henry Malherbe Outfin, Robert Henry Cowell Parker, Ethel Pitts, Leslie Gascoigne Powell,

Paul John Dinsmore Regester, Robert Rigby, Charles Esmond Roberts, Paul Maltby Robinson, Mark Davis Rolish, John Frederic Rook, Thomas Norman Stanworth Roose, David Leonard Roseman, Charles Edwin Vivian Rowe, Paul Alexander Saunders, Donald Charles Smith, Horace James Smith, Robert Henry Snell, Joan Marriott Stevenson, Maurice Rawson Stevenson, William Thornburgh Stunt, Wilfred Vernon Thomas, Eric Thompson, Robert James Thonger, William Harold Turner, Arnold John Waters, Ernest Frank Watson, Watcyn Vaughan Williams, Mary Danby Wood, Winston Radcliffe Wood, Philip James Woodhouse.

The following Candidates have passed the legal portion only.

Frank Kingsley Clayton Adams, Richard William Douglas Auld, Wyndham Norris Eifion Bazzard, Leonard Dawson Borman, Eric Stanley Bridson, Philip Sinclair Briggs, Donald Broakes, B.A. Cantab., William Oscar Carter, Claude Catlow, Dudley Erskine Granville Chapman, George Anthony Chapman, Charles Derrick Cornish, William Nicholas James Cornish, Thomas Sharp Crosbie, Egryn Kenneth Davies, Leslie Richard Davis, Dennis Daybell, Graham Dudley Digges, Clifford William dos Santos Doré, Dorothy Joan Louise Fabian, Eric Arthur Fontheim, Wilfrid Forden, James Probyn Franck, John Freeman, B.A. Cantab., Noel Jeffrey Raymond Gibbs, Gerald Alfred Glover, Ernest Cecil Gould, Robert Ian Graham, John Nevile Wake Gwynne, B.A. Oxon, Leonard Gordon Hales, David Harris, Frank Cyril Harrison, George Ockleston Hatton, James Haye, Bertram Carmichael Hobbs, Stanley George Hough, Thomas Ronald Clifford Hunt, David Stace Jackling, Anthony Hargreaves Jackson, Henry Emanuel Jacobs, Edward Brynmor Jenkins, Thomas Alun Jones, Frederic Alan Jubb, Arthur Ralph Keeping, David Craig Kerr, Albert Lawless, Sir George James Ernest Lewis, Bart., Charles Gordon Lloyd, B.A. Cantab., Charles Edwin Lowe, George Leopold Lush, Jonas Lyons, James Shorrock McAnulty, Ernest James Mander, Derick Rolfe Martin, Robert Clement Morrison, Walter Horace Mulley, Francis Paul Northover, B.A. Oxon,. Roger Frederick Pawsey, Robert Charles Pearce, Alec Hughes Penn, Richard Gilmour Philips, Robert Sutter Rainford, Hedley Reddish, Robert Osmond Reynolds, John Stretton Richardson, Albert Benjamin Rogers, Henry Rogers-Lewis, B.A. Cantab., Derrick Aylmer Hartley Russell, B.A. Cantab., Victor Slesser, Edwin Slinger, Clifford Smith, Stanley Soper, Gedaliah Sopher, Walter Ralph Clements Sprott, Maurice William John Stephens, Eric Richard Summer, B.A. Cantab., Reginald Gerald Swales, Michael Robert Eric Swanwick, B.A. Oxon., John Howard Tayler, B.A. Oxon., Edward Rolland McNab Taylor, Bernard Louis Anthony Thomas, Alfred Henry Thornton, John Christie Ticehurst, Albert Richard Timcke, Thomas Keith Todd, John Austin Trentham, Avery Clough Waters, B.A. Cantab., John Edward Watkins, Robert Clive Whiting, Herbert William Whitney, John Sherard Widdows, Daniel Gwyndaf Williams, Frederick Noel Wyatt, Albert Young, William Richard Blackman Young, M.A. Oxon.

No. of candidates, 273. Passed, 180.

The following Candidates have passed the trust accounts and book-keeping portion only.

Edward John Mayer Albert, John Barnett, Sidney Henry James Bates, Samuel Bieber, Paul Brentnall, Geoffrey Burgess, Harold Edward Buxton, Alfred Samuel Cash, Arthur Colin Castle, Bertram St. John Pendrill Charles, B.A. Cantab., Harold Clarke, Hilary John Hubert Collins, Francis Louis Cox, Joseph Gerrard Cromblehlme, Arthur Howell Davies, Gweneth Ellis Davies, Joseph Henry Emmett, Patrick Enraght Eve, B.A. Cantab., John Fairbrother, William Haddock Farr, Norman Detmar Fester, Martin Stanley Fisher, Lawrence Braham Flatau, Sydney Copestake Hall, Neville Hamwee, LL.B. Manchester, William Jervase Harris, Eric Hill, Montague Louis George Hindle, Walter Harold Hodson, Richard Henry Hooper, Charles Rowland Hopwood, B.A. Cantab., Harold Howard, Henry Sydney Cartwright Hudson, Walter Thomas Isaac, Robert Pilkington Jackson, Victor Arnold Jackson, Thomas Compton James, B.A. Cantab., Charles Greenfield Jay, Edgar Francis Johnson, Geoffrey Joseph Kershaw, Alfred Reginald Laxton, Norman Eric Lundy, Roderick Le Mesurier, B.A. Cantab., Reginald Martin, Henry Adolphe Mayor, B.A. Oxon., Victor Elias Moses, Thomas Hulme Oliver, Arthur Harold Page, Roger Mountjoy Braddon Parnall, John William Percival, Aubrey Dias Perkins, Hubert Perrett, B.Sc. London, Ernest Jacob Place, Rex Pogson, Alan Randall Reynolds, Cedric Hinton Fleetwood Reynolds, Hywel Samuel Rennalt Rogers, Richard D'Arcy Hamilton Rowland, Frederic Clarkson Scorah, Philip Sive, Arthur James Linning Skelton, B.A. Cantab., John Gerald Lyster Smythe, Edward Steele, William Sugden, Charles Cameron Sykes, Ewart Angwin Thomas, John Campbell Thorowgood, Thomas Alfred Tyrrell, Arthur Hanney Uren, Martin Camillo Verity, Robert Arnold Watson, Henry James Caddye Weaver, Bernard James Apthorpe Webb, B.A. Cantab., Frederick Stanley Wedlake, Cyril White, William Whitworth, Herbert Horatio Howitson Wiggett, Robert William Francis Wilberforce, B.A. Oxon., John Frederic Stuart Williams, B.A. Cantab., Gerald Henry Roxby Wilson, Frederick Colin Dean Wood, Cosmo William Wright, John George Wynne-Williams, John Hugh Derek Young.

No. of Candidates, 262. Passed, 169.

Legal Notes and News.

Honours and Appointments.

The following solicitors appear in the Dissolution Honours List:—

VISCOUNT.

The Right Hon. Sir WILLIAM JOYNSON-HICKS, Bart., M.P., solicitor (lately Secretary for Home Affairs), senior partner in the firm of Messrs. Joynson-Hicks & Co., solicitors, Norfolk-street, W.C.2. Sir William Joynson-Hicks was admitted in 1888.

KNIGHT.

Mr. JOHN JAMES WITHERS, C.B.E., M.A. (Cantab.), solicitor, senior partner in the firm of Messrs. Withers, Bensons, Currie, Williams & Co., solicitors, Arundel-street, W.C. Mr. Withers was admitted in 1890.

The King has approved a recommendation of the Home Secretary that Mr. WALTER HEDLEY, D.S.O., K.C., Recorder of Richmond (Yorks), be appointed Recorder of Newcastle-on-Tyne, in succession to the late Judge Atherley Jones, K.C. Mr. Headley was called to the Bar in 1904 and took silk in 1928.

Mr. R. W. H. FANNER, solicitor, Southend-on-Sea, Assistant Clerk to the Justices, has been appointed Clerk to the County Justices for the Bromley Division of Kent.

Mr. REGINALD H. JERMAN, M.C., M.A. (Oxon), solicitor, Town Clerk of the City of Salisbury, has been appointed Town Clerk of Islington. Mr. Jerman, who was admitted in 1926, also held the appointments of Clerk to the Local Education Authority, Clerk to the Burial Board and Prosecuting Solicitor to the Corporation, and has been Hon. Secretary of the Society of Town Clerks since its inception.

The King has been pleased to appoint Mr. HORACE OWEN COMPTON BEASLEY a Puisne Judge of the High Court of Judicature at Madras, to the office of Chief Justice of that Court in the place of the late Sir Victor Murray Coutts Trotter, Kt.

Mr. ELLIS ROGER DAVIES, solicitor, Assistant in the office of Mr. H. Lang-Coath, Town Clerk and Clerk of the Peace of the County Borough of Swansea, has been appointed Assistant Solicitor in the Department of the Town Clerk of the City and County Borough of Manchester.

His Excellency the American Ambassador (General DAWES) has been elected an Honorary Bencher of the Middle Temple.

Mr. F. EDGAR BOWDEN, solicitor, Plymouth, has been appointed Treasury Solicitor's Agent at Plymouth for Naval, Military and Air Force Cases. Mr. Bowden was admitted in 1904.

Professional Announcements.

(2s. per line.)

Messrs. STANNARD & BOSANQUET, of Eastcheap-buildings, 19, Eastcheap, E.C.3, have taken into partnership DOUGLAS EDWARD MICHAELSON, B.A. (Hons.) Oxon, who has been associated with them for some time past, as from 1st July, 1929. The new firm will carry on the practice under the name of "Stannard, Bosanquet & Michaelson."

Messrs. KENNETH BROWN, BAKER, BAKER, announce that on 1st July they removed their office to Essex House, Essex-street, Strand, W.C.2, a new building which they have acquired for the purposes of their practice. Their new telephone numbers are: Temple Bar 2871, 2872, 2873, 2874, 2875, 2876, 2877, 2878.

Mr. CHALTON HUBBARD, solicitor, 34, Bloomsbury-square, W.C.1, announces that in consequence of the intended demolition of that building he has now moved his offices to Victoria House, Southampton-row (entrance in Vernon-place). Mr. Hubbard has just taken into partnership Mr. Harold F. Casserley, who has been with him some years, and the business will in future be carried under the name of "Chalton Hubbard and Co." The telephone number (Holborn 3851) will remain the same.

COMPLAINTS OF HURRIED LEGISLATION.

The annual conference of the Federation of Grocers' Associations of the United Kingdom was concluded at Hastings on Wednesday.

Mr. G. R. Woodcock (Leeds), chairman of the Parliamentary Committee of the Federation, read a letter which the conference decided should be sent to the Prime Minister. The letter called attention to "the necessity for more careful survey of any proposed new legislation, the introduction of which should permit of time for further consideration than has been the case during the past few years." The letter referred to the manner in which several measures were "rushed" through Parliament under the last Government, and instanced the Sale of Food (Weights and Measures) Act and the Orders in Council under the Merchandise Marks Act.

"Hurried legislation, either by statute or by regulation," the letter continued, "creates very serious difficulty for those who are mainly affected and upon whom great responsibility lies in the observance of its requirements. This Federation feels sure that it is not the desire of His Majesty's Government unduly to harass retail traders, whose difficulties are numerous and onerous, and would respectfully urge that, in the introduction by the present Government of any further legislation, ample opportunity should be granted for careful and mature consideration."

The Parliamentary Committee, referring to the Bill to restrict Sunday trading, which was promoted by the Federation in the last Parliament, but which did not get a second reading, expressed the hope that the measure would make substantial progress in the present Parliament.

BEDWELLTY AND WEST HAM GUARDIANS.

Orders have been issued by the Ministry of Health extending the term of office of the existing guardians, appointed under the Default Orders for the Bedwellty and West Ham Unions, until 2nd August, 1929. It is stated in each case that the Minister proposes to vary the Default Orders as from 1st August by substituting for the existing guardians other persons to be appointed by a further order.

RIGHT TO BECOME A BOROUGH.

At the Urban District Councils Associations' annual conference at Llandrindod Wells last week Mr. W. T. Postlethwaite (clerk to the Swinton and Pendlebury Council), chairman of the executive council, urged that each urban district of sufficient size—with a 20,000 population as a basis—should be allowed to constitute itself a borough.

The conference passed a resolution accepting the suggestion of the Ministry of Health for the transformation of urban districts into statutory boroughs as likely to enhance the status of urban district councils.

It declared that there was no case for denying the statutory boroughs the right to make their own bye-laws, and that the proposal of the Ministry to draw distinctions in the powers of municipal and statutory boroughs required careful examination.

THE SULTAN OF ZANZIBAR.

The Sultan of Zanzibar, with members of his suite, visited the Law Courts on Tuesday and occupied seats on the Bench in the Lord Chief Justice's Court.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

DATE	EMERGENCY ROTA.	APPEAL COURT NO. 1.	MR. JUSTICE EVE.	MR. JUSTICE ROMER.
M'd'y, July 8	Mr. More	Mr. Jolly	Mr.*More	Mr. Hicks Beach
Tuesday .. 9	Ritchie	Hicks Beach	Hicks Beach	*Andrews
Wednesday 10	Andrews	Blaker	*Andrews	*More
Thursday.. 11	Jolly	More	More	*Hicks Beach
Friday .. 12	Hicks Beach	Ritchie	*Hicks Beach	Andrews
Saturday .. 13	Blaker	Andrews	Andrews	More

DATE	MR. JUSTICE MAUGHAM.	MR. JUSTICE ASTBURY.	MR. JUSTICE CLAUSON	MR. JUSTICE LUXMOORE.
M'd'y, July 8	Mr. Andrews	Mr. Jolly	Mr. Blaker	Mr. Ritchie
Tuesday .. 9	More	*Ritchie	Jolly	*Blaker
Wednesday 10	Hicks Beach	Blaker	Ritchie	*Jolly
Thursday.. 11	Andrews	*Jolly	Blaker	*Ritchie
Friday .. 12	More	Ritchie	Jolly	*Blaker
Saturday .. 13	Hicks Beach	Blaker	Ritchie	Jolly

*The Registrar will be in Chambers on these days, and also on the days when the Courts are not sitting.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (7th February, 1929) 5½%. Next London Stock Exchange Settlement Thursday, 11th July, 1929.

	MIDDLE PRICE 3rd July	INTEREST YIELD.	YIELD WITH REDEMPTION.
English Government Securities.		£ s. d.	£ s. d.
Consols 4% 1957 or after	83¼	4 16 1	—
Consols 2½%	54½	4 11 9	—
War Loan 5% 1929-47	100⅝	4 19 4	—
War Loan 4½% 1925-45	94½	4 15 3	5 0 0
War Loan 4% (Tax free) 1922-42 ..	100¼	3 19 10	4 0 0
Funding 4% Loan 1960-1990	86	4 13 0	4 13 6
Victory 4% Bonds (available for Estate Duty at par) Average life 35 years ..	91½	4 7 5	4 10 0
Conversion 4½% Loan 1940-44 ..	94½	4 15 3	5 0 0
Conversion 3½% Loan 1961	76	4 12 1	—
Local Loans 3% Stock 1912 or after ..	62	4 16 9	—
Bank Stock	248	4 16 9	—
India 4½% 1950-55	86½	5 4 0	5 9 0
India 3½%	65½	5 6 10	—
India 3%	56	5 7 2	—
Sudan 4½% 1939-73	92	4 17 10	4 16 6
Sudan 4% 1974	85	4 14 0	4 16 0
Transvaal Government 3% 1923-53 (Guaranteed by British Government, Estimated life 15 years)	82	3 13 2	4 4 0
Colonial Securities.			
Canada 3% 1938	85	3 10 7	4 19 0
Cape of Good Hope 4% 1916-36 ..	93	4 6 0	5 4 0
Cape of Good Hope 3½% 1929-49 ..	80	4 7 6	5 2 0
Commonwealth of Australia 5% 1945-75	96	5 4 2	5 4 8
Gold Coast 4½% 1956	95	4 14 9	4 14 0
Jamaica 4½% 1941-71	94	4 15 6	4 16 6
Natal 4% 1937	92	4 7 0	5 5 0
New South Wales 4½% 1935-45 ..	90	5 5 0	5 5 0
New South Wales 5% 1945-65 ..	97	5 3 0	5 3 6
New Zealand 4½% 1945	96	4 13 9	4 17 6
New Zealand 5% 1946	102	4 18 0	4 12 0
Queensland 5% 1940-60	97	5 3 0	5 4 0
South Africa 5% 1945-75	101	4 19 0	4 17 0
South Australia 5% 1945-75	97	5 3 1	5 1 0
Tasmania 5% 1945-75	97	5 3 1	5 1 0
Victoria 5% 1945-75	97	5 3 1	5 1 0
West Australia 5% 1945-75	99	5 1 0	5 1 0
Corporation Stocks.			
Birmingham 3% on or after 1947 or at option of Corporation	62	4 16 9	—
Birmingham 5% 1946-56	102	4 18 0	4 16 0
Cardiff 5% 1945-65	101	4 19 0	4 19 0
Croydon 3% 1940-60	69	4 6 11	4 18 6
Hull 3½% 1925-55	75½	4 9 9	5 0 0
Liverpool 3½% Redeemable by agreement with holders or by purchase ..	72	4 12 9	—
Ldn. Cty. 2½% Con. Stk. after 1920 at option of Corpn.	53	4 14 0	—
Ldn. Cty. 3% Con. Stk. after 1920 at option of Corpn.	62½	4 16 0	—
Manchester 3% on or after 1941 ..	62	4 16 9	—
Metropolitan Water Board 3% 'A' 1963-2003	63	4 15 0	—
Metropolitan Water Board 3% 'B' 1934-2003	63	4 15 0	—
Middlesex C. C. 3½% 1927-47	81	4 6 5	4 18 6
Newcastle 3½% Irredeemable	72	4 17 3	—
Nottingham 3% Irredeemable	62	4 16 9	—
Stockton 5% 1946-66	100	5 0 0	5 0 0
Wolverhampton 5% 1946-56	101	4 19 0	4 17 0
English Railway Prior Charges.			
Gt. Western Rly. 4% Debenture ..	80	5 5 0	—
Gt. Western Rly. 5% Rent Charge ..	98	5 2 0	—
Gt. Western Rly. 5% Preference ..	91½	5 9 3	—
L. & N. E. Rly. 4% Debenture ..	74½	5 7 5	—
L. & N. E. Rly. 4% 1st Guaranteed ..	71	5 12 8	—
L. & N. E. Rly. 4% 1st Preference ..	65	6 3 1	—
L. Mid. & Scot. Rly. 4% Debenture ..	77	5 3 11	—
L. Mid. & Scot. Rly. 4% Guaranteed ..	76	5 5 3	—
L. Mid. & Scot. Rly. 4% Preference ..	67½	5 18 6	—
Southern Railway 4% Debenture ..	77¾	5 2 11	—
Southern Railway 5% Guaranteed ..	97	5 3 0	—
Southern Railway 5% Preference ..	87	5 14 11	—